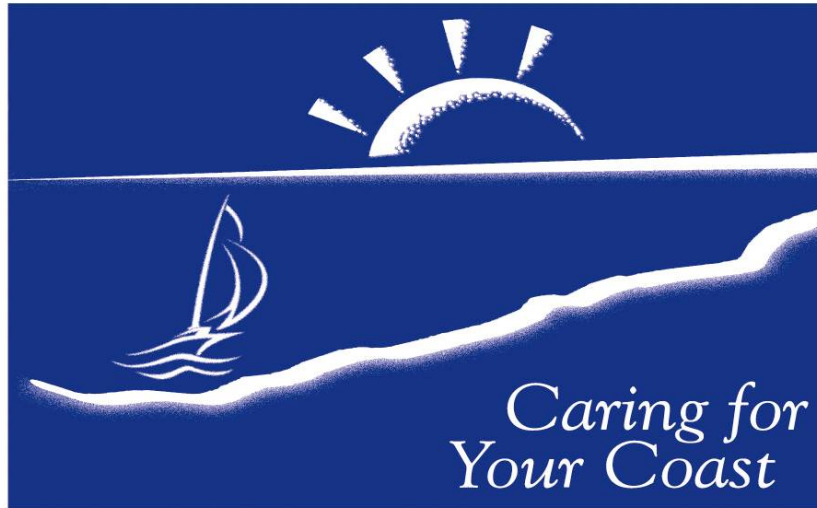


REQUEST FOR PROPOSALS FOR PARKING LOT MANAGEMENT SERVICES

LOS ANGELES COUNTY



Department of
**Beaches &
Harbors**

**Administrative Services Division
Los Angeles County Department of Beaches and Harbors
13837 Fiji Way
Marina del Rey, CA 90292**

JUNE 14, 2011

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
REQUEST FOR PROPOSALS (RFP)
PARKING LOT MANAGEMENT SERVICES**

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Attachment B: Statement of Work

Attachment C: Transmittal Form to Request a Solicitation Requirements Review

EXHIBITS

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Exhibit 2: Schedule of Parking Lots

Exhibit 3: Fee Waivers

Exhibit 4: Standard Staffing Level

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Exhibit 6: Parking Gross Revenue Tables

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Exhibit 10: Jury Service Ordinance

Exhibit 11: IRS Notice 1015

Exhibit 12: Safely Surrendered Baby Law

Exhibit 13: Determinations of Contractor Non-Responsibility and Contractor Debarment

Exhibit 14: Defaulted Tax Property Tax Reduction Program Ordinance 2.206

Exhibit 15: Living Wage Ordinance

Exhibit 16: Guidelines for Assessment of Proposer Labor Law/Payroll Violations

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Exhibit 18: Living Wage Notice Poster

Exhibit 19: Payroll Statement of Compliance

Exhibit 20: County's Policy "Professional Appearance in the Workplace"

FORMS:

P-1: Offer to Perform

P-2: Proposer's Organization Questionnaire/Affidavit

P-3: Prospective Contractor List of Contracts

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P-5: Business and Financial Summary

P-6: Staffing and Work Plan

P-7: Quality Control Plan

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P-9: Contractor Employee Jury Service Program Certification Form and Application for Exemption

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**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
REQUEST FOR PROPOSALS (RFP)
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- P-11: Attestation of Willingness to Consider GAIN/GROW Participants
- P-12: Familiarity with the County Lobbyist Ordinance Certification
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- P-14: Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form
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LIVING WAGE FORMS

- LW-1: Model Staffing Plan
- LW-2: Acknowledgment and Statement of Compliance
- LW-3: Labor/Payroll Debarment History
- LW-4: Contractor Living Wage Declaration
- LW-5: Application for Exemption
- LW-6: Proposer's Approach to Labor-Payroll Record Keeping and Regulatory Compliance
- LW-7: Model Payroll Reporting Form
- LW-8: Model Monthly Certification for Applicable Health Benefit Payments

1.0 INTRODUCTION

The Los Angeles County Department of Beaches and Harbors (Department) is seeking a qualified and experienced Contractor to manage parking lots at 13 locations in Marina del Rey and at 11 County-operated beaches (18 lots) between Nicholas Canyon and White Point-Royal Palms.

The Contractor will be required to provide personnel, automated parking receipt issuance devices, supplies, signs, vehicles and uniforms and to perform certain maintenance tasks. The Contractor will be required to provide attendants to staff the lots to collect required parking fees as directed by the Department, and collect revenue from automated fee collection equipment. The Contractor will be required to promptly deposit all parking fees and taxes collected and to submit specified accounting records. The Contractor will be required to purchase and maintain approximately 25 automated parking receipt issuance devices and provide a mechanism to reconcile ticket issuance.

The Contractor will be required to perform administrative tasks for the Department, including, but not limited to, coordinating film company parking authorized by the County; selling annual parking passes for select parking lots; and collecting billing fees as needed.

The Contractor will be required to maintain a field office in Marina del Rey for cash counting and housing of Contractor's staff. The Department will provide this office space to the Contractor under a separate agreement in the foreseeable future.

The Department may also request that the Contractor be responsible for opening and/or closing all beach parking lots as well as locking restrooms located at various beaches and in Marina del Rey as referenced in Exhibit 7. Proposers shall include with their proposals a flat rate to perform these tasks in the event that the Department requires these services. Should the Department decide to utilize these services, the Contractor will be informed in accordance with Section 2.0 of the Statement of Work.

The Contract will provide an annual incentive payment of 15 percent of the revenue increase from the previous year, excluding taxes paid and revenue generated by fee increases and service expansion.

Qualified companies may submit a written Proposal to provide such services, which must be in the form described in this Request for Proposals (RFP). Selection of a Contractor will be based on the qualifications of the firms submitting Proposals, and their prices for performing the requested Contract work.

PROPOSERS OR THEIR MANAGEMENT MUST HAVE A MINIMUM OF FIVE YEARS' EXPERIENCE IN PROVIDING PARKING LOT MANAGEMENT SERVICES OF MULTIPLE FACILITIES WITH A MINIMUM OF FOUR THOUSAND SPACES

This Contract will be subject to Los Angeles County's Living Wage Program, County Code Chapter 2.201 requiring the Contractor to pay its employees hourly rates of \$9.64 per hour with health benefits, or \$11.84 per hour without health benefits. The provisions of the program are further discussed in Section 1.36 of the RFP, Section 3.1 of the Sample Contract and in Exhibit 15.

Proposers are encouraged to conduct their own inspections of the Parking Lots. A list of the Parking Lots to be managed, their locations and present hours of operation is attached as Exhibit 2.

1.1 OVERVIEW OF REQUEST FOR PROPOSAL

This Request for Proposal (RFP) is composed of the following parts:

- **Introduction:** Specifies the Proposer's minimum requirements, provides information regarding some of the requirements of the Contract and explains the solicitation process.
- **Proposal Submission Requirements:** Contains instructions to Proposers on how to prepare and submit their proposal.
- **Selection Process and Evaluation Criteria:** Explains how the proposals will be selected and evaluated.

- **Attachments:** Terms and Conditions of the Sample Contract, Statement of Work and Performance Requirements Summary accompanying the Statement of Work and Transmittal to Request a Solicitation Requirements Review.
- **Exhibits:** Exhibits accompanying the Contract.
- **Forms:** Forms contained in this section must be completed and included in the proposal.

1.2 DEFINITIONS

The following words shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used.

Board, Board of Supervisors – The Board of Supervisors of Los Angeles County.

Chief Deputy – The Chief Deputy of the Department.

Contract – An agreement for performance of the work between the selected Proposer(s) and the County, approved by the Board of Supervisors.

Contract Administrator (CA) - The Chief of the Administrative Services Division of the Department or authorized designee.

Contract Year – The twelve-month period commencing on the effective date of the Contract and each succeeding twelve-month period over the remaining term of the Contract, including the optional years.

Contractor(s) – The Proposer(s) whose Proposal(s) is accepted by the Board of Supervisors for performance of the Contract work.

Contractor's Representative – The person designated by the Contractor to represent the Contractor in matters related to performance of the Contract.

County – The County of Los Angeles.

County Counsel – The Los Angeles County Counsel.

Department – The Los Angeles County Department of Beaches and Harbors.

Director – The Director of the Department.

Evaluation Committee – The committee appointed by the Director to evaluate Proposals and to recommend a Proposer(s) as Contractor(s) pursuant to the RFP.

Living Wage Program – Los Angeles County Code Chapter 2.201 (Exhibit 15).

Offer to Perform – Form P-1 of the RFP.

Parking Lot(s) – The Parking Lots subject to this RFP as identified in Exhibit 2.

Performance Standard – The essential terms and conditions for the performance of the Contract work as defined in the Contract.

Proposer – Any person or entity authorized to conduct business in California who submits a Proposal.

Request for Proposals (RFP) – All parts of this document, including attachments, exhibits and forms.

Standard Staffing Level – The standard personnel levels and hours for providing parking services set forth in Exhibit 4.

Statement of Work – Explains in detail the Work to be performed pursuant to the Contract.

Subcontract – A person, partnership, company, corporation, or other organization furnishing supplies or services of any nature, equipment, or materials to the Contractor(s), at any tier, under oral or written agreement.

Summer Season – For purposes of scheduling operating hours, the Summer Season begins on the Saturday before Memorial Day and ends the last Sunday in September.

Winter Season – For purposes of scheduling operating hours, the Winter Season begins on the Monday following the last Sunday in September and ends on the Friday before Memorial Day.

1.3 MINIMUM MANDATORY REQUIREMENTS

Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in *Attachment B, Statement of Work*, are invited to submit proposal(s), provided they meet the following requirements:

- Proposer and/or their management must demonstrate five years' experience in the operation of multiple parking management facilities (excluding stadium parking) with a minimum total of four thousand (4,000) spaces;
- Proposer must demonstrate at least two consecutive years' experience in the operation of multiple parking management facilities generating at least \$1.5 million in annual gross revenues;
- Proposer's Contract Representative must have at least two years' experience managing parking services similar in nature and scope to the

Contract work;

- Proposer's proposal must demonstrate that Proposer will purchase and maintain approximately 25 automated parking receipt issuance devices;
- Proposer shall complete and return Forms P1 – P19 and all applicable Living Wage forms in accordance with Sections 2.14 and 2.15 respectively; and
- Proposer must attend the Mandatory Proposer's Conference as set forth in Section 2.12 of this RFP.

1.4 COUNTY RIGHTS AND RESPONSIBILITIES

No oral amendments of the RFP are authorized and only the Director of the Department has the right to amend the RFP by written addendum. The Department is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum shall be made available to each person or organization which the Department records indicate has received this RFP and attended the mandatory Proposers conference. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the Proposal not being considered, as determined in the sole discretion of the Department. The County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

1.5 DIRECTOR TO INTERPRET RFP

Should there be any uncertainty, ambiguity, or discrepancy in the terms of the RFP or any dispute about their meaning or applicability, the Director shall be consulted and will interpret them. The Director's interpretation shall be binding upon all parties. Should any Proposer rely on any uncertain or ambiguous provision of the RFP without referring the matter for resolution to the Director, the Proposer does so at his or her own risk.

1.6 CONTRACT TERM

The Contract term shall be for a period of three years with two one-year renewal options. Renewal options shall be exercised at the sole discretion of the

Director. The Director may extend the final Contract term on a month-to-month basis for up to six (6) months, at his/her sole discretions. The Contract shall become effective on the later of DATE, or upon approval by the Board of Supervisors.

1.7 CONTRACT RATES

Contractor shall be compensated in accordance with the Staffing Levels as provided by the Contractor in Exhibit 1, Monthly Compensation for Standard Staffing Level, as well as the hourly rates proposed on Form P-1. The Contractor's rate shall remain firm and fixed for the initial three years of the Contract and may be increased annually thereafter at the Director's sole discretion. If the Director so decides, the Contract amount may be adjusted after the initial three years of the Contract term based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County area for the most recently published percentage change for the 12-month period preceding the Contract anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no cost of living adjustments will be granted. Where the County decides to grant a Cost of Living Adjustment (COLA) pursuant to this paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this Contract) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase.

1.8 DAYS OF OPERATION

The Contractor shall be required to provide parking lot management services **seven days a week**. The Contractor is required to provide services on County-recognized holidays. The County's Contract Administrator will provide a list of the County holidays to the Contractor at the time the contract is approved, and annually, at the beginning of each calendar year.

1.9 CONTACT WITH COUNTY PERSONNEL

All contact regarding this RFP or any matter relating thereto must be in writing and may be mailed, e-mailed or faxed as follows:

Nicolette Taylor, Contracts Analyst

Los Angeles County Department of Beaches and Harbors

13837 Fiji Way, Marina del Rey, CA 90292

Ntaylor@bh.lacounty.gov

Facsimile: (310) 821-8155

If it is discovered that Proposer contacted and received information from any County personnel, other than the person specified above, regarding this solicitation, County, in its sole determination, may disqualify his or her proposal from further consideration.

1.10 FINAL CONTRACT AWARD BY THE BOARD OF SUPERVISORS

Notwithstanding a recommendation of a department, agency, individual, or other, the Board of Supervisors retains the right to exercise its judgment concerning the selection of a proposal and the terms of any resultant agreement, and to determine which proposal best serves the interests of the County. The Board is the ultimate decision-making body and makes the final determination necessary to arrive at a decision to award, or not award, a Contract.

1.11 CONTRACT AWARDED ACCORDING TO COUNTY'S INTENDED PURPOSE

The Contract shall be awarded through a competitive process to the responsible and responsive Proposer(s) whose experience, approach to Contract requirements and organizational resources are determined most suitable for County's intended purpose. The County reserves the right to make a total award, a combination of awards, or to reject all Proposals, whichever is in the best interest of the County.

1.12 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

Prior to a Contract award, all potential Contractors must register in the County's WebVen. The WebVen contains the Vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at

http://lacounty.info/doing_business/main_db.htm. *There are underscores in the address between the words 'doing business' and 'main db'.*

1.13 COUNTY OPTION TO REJECT PROPOSALS

The County may, at its sole discretion, reject any or all proposals submitted in response to this RFP. The County shall not be liable for any costs incurred by the Proposer in connection with the preparation and submission of any proposal. The County reserves the right to waive inconsequential disparities in a submitted proposal.

1.14 PROTEST POLICY REVIEW PROCESS

1.14.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest) any prospective Proposer may request a review of the requirements under a solicitation for a Board-approved services Contract, as described in Section 1.14.3 below.

Additionally, any actual Proposer may request a review of a disqualification or of a proposed Contract award under such a solicitation, as described respectively in the Sections below. Under any such review, it is the responsibility of the Proposer challenging the decision of a County Department to demonstrate that the Department committed a sufficiently material error in the solicitation process to justify invalidation of a solicitation or a proposed Contract award, as the case may be.

1.14.2 Throughout the review process, the County has no obligation to delay or otherwise postpone an award of Contract based on a Proposer protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.

1.14.3 Grounds for Review

Unless state or federal statutes or regulations otherwise provide, the grounds for review for any solicitation for a Board-approved services Contract provided for under Board Policy No. 5.055 (Services Contract Solicitation Protest) are limited to the following:

- Review of Solicitation Requirements (Reference Section 2.9 in the Proposal Submission Requirements Section)

- Review of a Disqualified Proposal (Reference Section 3.2 in the Selection Process and Evaluation Criteria Section)
- Review of Proposed Contractor Selection (Reference Section 3.14 in the Selection Process and Evaluation Criteria Section)

1.15 NOTICE TO PROPOSERS REGARDING THE PUBLIC RECORDS ACT

1.15.1 Responses to this solicitation shall become the exclusive property of the County. Absent extraordinary circumstances, at such time as (a) with respect to the recommended Proposer's proposal, the Department of Beaches and Harbors completes Contract negotiations and obtains a letter from an authorized officer of the recommended Proposer, which shall not be revoked by the recommended Proposer pending the Department's completion of the process under County Policy No. 5.055 and approval by the Board of Supervisors (Board) and (b) with respect to each Proposer requesting a County Review Panel, the County Review Panel convenes as a result of such Proposers' request, and (c) with respect to all other Proposers, the Department of Beaches and Harbors recommends the recommended Proposer(s) to the Board and such recommendation appears on the Board agenda, proposals submitted in response to this solicitation become a matter of public record, with the exception of those parts of each proposal which are justifiably defined by the Proposer as business or trade secrets, and plainly marked as "Trade Secret", "Confidential", or "Proprietary."

1.15.2 The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. **A blanket statement of confidentiality or the marking of each page of the proposal as confidential shall not be deemed sufficient notice of exception. The Proposers must specifically label only those provisions of their respective bid/proposal which are "Trade Secrets," "Confidential," or "Proprietary" in nature.**

1.16 INDEMNIFICATION AND INSURANCE

Contractor shall be required to comply with the indemnification provisions contained in *Attachment A, Sample Contract, Sub-paragraph 2.24*. The Contractor(s) shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in *Attachment A, Sample Contract, Sub-paragraph 2.25*.

1.17 BACKGROUND AND SECURITY INVESTIGATIONS

Background and security investigations of Contractor's staff will be required at the discretion of the County as a condition of beginning and continuing work under any resulting Contract. The cost of background checks is the responsibility of the Contractor.

1.18 CONFIDENTIALITY AND INDEPENDENT CONTRACTOR STATUS

As appropriate, Contractor shall be required to comply with the Confidentiality provision contained in *Sub-paragraph 1.6.5* and the Independent Contractor Status provision contained in *Sub-paragraph 2.22 in Attachment A, Sample Contract*.

1.19 DETERMINATION OF PROPOSER RESPONSIBILITY

1.19.1 A responsible Proposer is a Proposer who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Proposers.

1.19.2 Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Proposer against public entities. Labor law violations which are the fault of the subcontractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.

1.19.3 The County may declare a Proposer to be non-responsible for purposes of

this Contract if the Board of Supervisors, in its discretion, finds that the Proposer has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

- 1.19.4** If there is evidence that the apparent highest ranked Proposer may not be responsible, the Department shall notify the Proposer in writing of the evidence relating to the Proposer's responsibility, and its intention to recommend to the Board of Supervisors that the Proposer be found not responsible. The Department shall provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.
- 1.19.5** If the Proposer presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Proposer shall reside with the Board of Supervisors.
- 1.19.6** These terms shall also apply to proposed subcontractors of Proposers on County contracts.

1.20 PROPOSER DEBARMENT

- 1.20.1** The Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Proposer from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Proposer's existing contracts with County, if the Board of Supervisors

finds, in its discretion, that the Proposer has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform a contract by the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

- 1.20.2** If there is evidence that the apparent highest ranked Proposer may be subject to debarment, the Department shall notify the Proposer in writing of the evidence which is the basis for the proposed debarment, and shall advise the Proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 1.20.3** The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or Proposer's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Proposer should be debarred, and, if so, the appropriate length of time of the debarment. The Proposer and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 1.20.4** After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 1.20.5** If a Proposer has been debarred for a period longer than five (5) years, that Proposer may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of

debarment or terminate the debarment if it finds that the Proposer has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the County.

1.20.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Proposer has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

1.20.7 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

1.20.8 These terms shall also apply to proposed subcontractors of Proposers on County contracts.

1.21 PROPOSER'S ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Proposers shall: (1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and (2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract

that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

1.22 GRATUITIES

1.22.1 Attempt to Secure Favorable Treatment

It is improper for any County officer, employee or agent to solicit consideration, in any form, from a Proposer with the implication, suggestion or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the award of the Contract or that the Proposer's failure to provide such consideration may negatively affect the County's consideration of the Proposer's submission. A Proposer shall not offer or give either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the Contract.

1.22.2 Proposer Notification to County

A Proposer shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration.

The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such a solicitation may result in the Proposer's submission being eliminated from consideration.

1.22.3 Form of Improper Consideration

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

1.23 NOTICE TO PROPOSERS REGARDING THE COUNTY LOBBYIST ORDINANCE

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist

and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Proposer to review the ordinance independently as the text of said ordinance is not contained within this RFP. Thereafter, each person, corporation or other Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Proposer is in full compliance with Chapter 2.160 of the Los Angeles County Code and each such County Lobbyist is **not** on the Executive Office's List of Terminated Registered Lobbyists by completing and submitting the *Familiarity with the County Lobbyist Ordinance Certification*, as set forth in *Form P-12*, as part of their proposal.

1.24 FEDERAL EARNED INCOME CREDIT

The Contractor(s) shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in *Internal Revenue Service Notice No. 1015, Exhibit 11*.

1.25 CONSIDERATION OF GAIN/GROW PARTICIPANTS FOR EMPLOYMENT

As a threshold requirement for consideration for contract award, Proposers shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that opening. Additionally, Proposers shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Proposers who are unable to meet this requirement shall not be considered for contract award. Proposers shall complete and return the form, *Attestation of Willingness to Consider GAIN/GROW Participants*, as set forth in *Form P-11*,

along with their proposal.

1.26 COUNTY'S QUALITY ASSURANCE PLAN

After contract award, the County or its agent will evaluate the Contractor's performance under the Contract on a periodic basis. Such evaluation will include assessing Contractor's compliance with all terms in the Contract and performance standards identified in the Statement of Work. Contractor's deficiencies which the County determines are severe or continuing and that may jeopardize performance of the Contract will be reported to the County's Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate the Contract in whole or in part, or impose other penalties as specified in the Contract.

1.27 RECYCLED BOND PAPER

Proposer shall be required to comply with the County's policy on recycled bond paper as specified in *Attachment A, Sample Contract, Sub-paragraph 2.39*.

1.28 SAFELY SURRENDERED BABY LAW

The Contractor (s) shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit 12 of this solicitation document and is also available on the Internet at www.babysafela.org for printing purposes.

1.29 COUNTY POLICY ON DOING BUSINESS WITH SMALL BUSINESS

1.29.1 The County has multiple programs that address small businesses. The Board of Supervisors encourages small business participation in the County's contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for small businesses to compete for our business.

1.29.2 The Local Small Business Enterprise Preference Program requires the company to complete a certification process. This program and how to

obtain certification are further explained in Sub-paragraph 1.31.

1.29.3 The Jury Service Program provides exceptions to the Program if a company qualifies as a Small Business. Further explanation of this Program is provided in Sub-paragraph 1.30, Jury Service Program.

1.29.4 The County also has a *Policy on Doing Business with Small Business that is stated in Exhibit 8*.

1.30 JURY SERVICE PROGRAM

The prospective Contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the *Jury Service Ordinance, Exhibit 10*, and the pertinent jury service provisions of the *Sample Contract, Attachment A, Sub-paragraph 2.7*, both of which are incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both Contractors and their Subcontractors. Proposals that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

The Jury Service Program requires Contractors and their Subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor and "full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

There are two ways in which a Contractor might not be subject to the Jury

Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean a person, partnership, corporation or other entity which has a contract with the County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts.

The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and, 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this Contract is less than \$500,000, and, 3) is not an "affiliate or subsidiary or a business dominant in its field of operation." The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the *Certification Form and Application for Exception, Form P-9*, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

1.31 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

The County will give Local SBE preference during the solicitation process to businesses that meet the definition of a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. A Local SBE is defined as: 1) A business certified by the State of California as a small business and 2) has had its principal office located in Los Angeles County for at least one year. The business must be certified by the Office of Affirmative Action Compliance as meeting the requirements set forth in 1 and 2 above prior

to requesting the Local SBE Preference in a solicitation.

To apply for certification as a Local SBE, businesses may register at the Office of Affirmative Action Compliance's web-site at:

<http://oaac.co.la.ca.us/contract/sbemain.html>

Certified Local SBEs must request the SBE Preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification affirmed. Businesses must attach the Local SBE Certification Letter to the Required Form – *Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form, Form P-14* with their proposal. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local SBE.

Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Web site at: <http://www.pd.dgs.ca.gov/sybus/default>.

1.32 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PROMPT PAYMENT PROGRAM

It is the intent of the County that Certified Local SBEs receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

1.33 NOTIFICATION TO COUNTY OF PENDING ACQUISITIONS/MERGERS BY PROPOSING COMPANY

The Proposer shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Proposer on *Form P-2, Proposer's Organization Questionnaire/Affidavit*. Failure of the Proposer to provide this information may eliminate its proposal from any further consideration.

1.34 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

In evaluating proposals, the County will give preference to businesses that are certified by the County as Transitional Job Opportunity vendors, consistent with Chapter 2.205 of the Los Angeles County Code. A Certified Transitional Job Opportunity vendor is, and has been such for three (3) years, an entity: 1) that is a non-profit organization recognized as tax exempt pursuant to section 501(c) (3) of the Internal Revenue Services Code; set forth, under penalty of perjury, such information as requested by the County on either electronic or hard copy forms, along with their application form and three most recent annual tax returns to the Department with their proposal response to the contracting solicitation for which they are competing; 2) has been in operation for at least one year providing transitional job and the related supportive services to program participants; and 3) provide a profile of their program with a description of their program components designed to assist program participants, number of past program participants, and any other information requested by a contracting department.

Transitional Job Opportunities vendors must request the preference in their solicitation response and may not receive the preference until their certification has been affirmed by the applicable department. County must verify the Transitional Job Opportunity vendor certification prior to applying the preference. Sanctions and financial penalties may apply to a Proposer that knowingly and with intent to defraud seeks to obtain or maintain certification as a Transitional Job Opportunities vendor.

To request the Transitional Job Opportunities Preference, Proposer must complete the *Transitional Job Opportunities Preference Application – Form P-15* and submit it along with all supporting documentation with their proposal.

1.35 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). Prospective Contractors should carefully read the *Defaulted Tax Program Ordinance, Exhibit 14*, and the pertinent provisions of the *Sample Contract, Appendix A, Sub-paragraph 2.14 and 2.42*, both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Programs applies to both Contractors and their Subcontractors. Proposers

shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing *Certification of Compliance with the County's Defaulted Property Tax Reduction Program, Form P-16*. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliance contractor (Los Angeles County Code, Chapter 2.202). Proposals that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

1.36 LIVING WAGE PROGRAM

The prospective Contract is subject to the requirements of the County's Living Wage Program (Los Angeles County Code Chapter 2.201). Prospective Contractors should carefully read the *Living Wage Ordinance, Exhibit 15*, and the pertinent living wage provisions of the *Sample Contract, Attachment A, Subparagraph 3.1*, both of which are incorporated by reference into and made a part of this RFP. The Living Wage Program applies to both Contractors and their Subcontractors. Proposals that fail to comply with the requirements of the Living Wage Program may be considered non-responsive and excluded from further consideration.

1.36.1 Evaluation of Contractor's History of Labor Law/Payroll Violations in evaluating proposals, the County will review a contractor's history of labor law/payroll violations (including but not limited to violations or pending claims pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination). To facilitate this process, contractors must submit with their proposal a completed Acknowledgment and Statement of Compliance form, as set forth in Form *LW-2*, and disclose on that form: 1) any determination by a public entity within three (3) years of the date of the proposal that the firm committed a labor law/payroll violation, and 2) any pending claim which involves an incident of labor law/payroll violation occurring within three

years of the date of the proposal. Applying established criteria, the County may deduct from 1 to 20 percent of the maximum number of available evaluation points for labor law/payroll violations, with substantially increased deductions for a contractor's failure to disclose reportable violations (See Exhibit 16, "Guidelines for Assessment of Propose Labor Law/Payroll Violations"). "Pending claims" (i.e., claims that do not have a final disposition) will not result in point deductions; however, such claims may be reported to the Board of Supervisors before a contract is awarded.

- 1.36.2** If a Proposer believes that it does not fall within the Living Wage Program's definition of Employer or that it meets any of the exceptions of the Living Wage Program, then the Proposer must complete and submit to the County, no less than 10 days prior to submission of the proposal, the Application for Exemption, as set forth in *Form LW-5*, and include in its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Proposer's application, the County will determine, in its sole discretion, whether the Proposer falls within the definition of Employer or meets any of the exceptions to the Living Wage Program. The County's decision will be final.

Note that the collective bargaining agreement exception applies if it is demonstrated to the County that the agreement is bona fide and that the agreement expressly provides that it supersedes all of the provisions of the Living Wage Program, or (if not all) those specific provisions that are superseded. The Contractor is subject to any provision of the Living Wage Program not expressly superseded by the collective bargaining agreement.

- 1.36.3** The Living Wage Program requires Contractors and their Subcontractors to pay their full-time employees providing services to the County no less than a living wage. The County has established the Living Wage as \$11.84 per hour without health benefits, and \$9.64 per hour with health benefits. In order to qualify for paying the lower hourly Living Wage rate, the Contractor must pay at least \$2.20 per hour toward the provision of a bona fide health care benefit plan for each employee and any dependents.

Each Proposer must complete the *Contractor Living Wage Declaration, Form LW-4*, and submit it with the proposal.

1.36.4 The Proposer must submit with its proposal a staffing plan using the Model Contractor Staffing Plan, as set forth in *Form LW-1*, using full-time employees for the Contract. The Proposer will be required to assign and use full-time employees to provide services under the Contract, unless the Proposer demonstrates to the satisfaction of the County the need to use non-full-time employees based on staffing efficiency or the County requirements of an individual job. If a Proposer desires to assign and use non-full-time employees to provide services under the Contract, the Proposer must submit to the County, along with its proposal, a written request detailing the Proposer's request and justification, and providing all necessary documentation to substantiate the request. Based on the County's review of the Proposer's request and supporting documentation, the County shall determine, in its sole discretion, whether the Proposer may use non-full-time employees to provide services under the Contract. The County's decision will be final.

1.36.5 Throughout the term of the Contract, the Contractor and its Subcontractor(s) will be required to submit periodic monitoring reports for each employee providing services under the Contract, certifying under penalty of perjury, the hours worked, wages paid and amounts paid towards each employee's health benefits.

- i At any time during the term of the Contract, the County may conduct an audit of the Contractor's records as well as field visits with the Contractor's employees to ascertain compliance with the Living Wage Program.

- i The Contractor will be required to place specified Living Wage posters at the Contractor's place of business and locations where the Contractor's employees are working. The Contractor will also be required to distribute County-provided notices to each of its employees providing services to the County at least once per year.

1.36.6 The Contractor will have to demonstrate a history of business stability, integrity in employee relations and financial ability to pay the Living Wage.

1.36.7 Violations of the provisions of the Living Wage Program will subject the

Contractor to withholding of monies owed the Contractor under the Contract, liquidated damages, possible termination and/or debarment from future County contracts in accordance with Los Angeles County Code, Chapter 2.202, *Determinations of Contractor Non-Responsibility and Contractor Debarment, Exhibit 13*.

- 1.36.8** Contractors that submit false information may be barred from participating in the prospective contract and future County contracts in accordance with Los Angeles County Code, Chapter 2.202, *Determinations of Contractor Non-Responsibility and Contractor Debarment, Exhibit 13*.

2.0 PROPOSAL SUBMISSION REQUIREMENTS

This section contains key dates and activities as well as instructions to Proposers in how to prepare and submit their proposal.

2.1 COUNTY RESPONSIBILITY

The County is not responsible for representations made by any of its officers or employees prior to the execution of the Contract unless such understanding or representation is included in the Contract.

2.2 TRUTH AND ACCURACY OF REPRESENTATIONS

False, misleading, incomplete or deceptively unresponsive statements in connection with a proposal shall be sufficient cause for rejection of the proposal. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

2.3 DISQUALIFICATION FOR MULTIPLE PROPOSALS OR COLLUSION

The existence of reasonable grounds for belief that the Proposer is interested in more than one Proposal may cause the rejection of all such Proposals. If there are reasonable grounds for believing that collusion exists among Proposers, their Proposals may be disqualified from consideration.

2.4 PROPOSALS IRREVOCABLE FOR 180 DAYS

All Proposals shall be firm and may not be revoked for a period of 180 days following the final date for submission. The Proposal price must accurately reflect the cost of performing the Contract work in accordance with the terms and conditions of the Contract. However, the Director may, upon written request, permit withdrawal of a Proposal at his discretion.

2.5 NONCONFORMING PROPOSALS

Submission of a Proposal shall constitute acknowledgment of, acceptance of and willingness to comply with all of the terms, conditions and criteria contained in this RFP. Nonconforming provisions in a Proposal shall be ineffective to modify the terms of the RFP and shall not become part of any resulting Contract unless they are expressly identified and assented to by the County in the written

PROPOSAL SUBMISSION REQUIREMENTS

Contract. Proposals which contain terms, conditions or limitations unacceptable to the County may, at the sole discretion of the County, be rejected.

2.6 INADEQUATE, INCOMPLETE, NONRESPONSIVE OR LATE PROPOSALS

It is the Proposers responsibility to ensure that a correct and timely Proposal is received by the County. Proposals determined by the County to be inadequate, incomplete or non-responsive may, at the County's sole discretion, be rejected. Proposals submitted after the required date and time shall be rejected and returned to the sender unopened. Timely hand-delivered Proposals are acceptable. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.

2.7 PROPOSALS TO BE SUBMITTED IN ENGLISH

All Proposals and documents shall be written in the English language.

2.8 RFP TIMETABLE

The timetable for this RFP is as follows:

- Release of RFP.....**June 14, 2011**
- Request for a Solicitation Requirements Review Due.....**June 28, 2011**
- Written Questions Due.....**June 28, 2011**
- Proposers Conference.....**June 28, 2011**
- Questions and Answers Released.....**June 30, 2011**
- Submission of Application for Exemption to
Living Wage Program.....**July 7, 2011**

Proposals Due by July 21, 2011, 2:00 p.m., Pacific Standard Time

2.9 SOLICITATION REQUIREMENTS REVIEW

Any person or entity may seek a Solicitation Requirements Review by submitting Attachment C – Transmittal Form to Request a Solicitation Requirements Review to the Department conducting the solicitation as described in this Section. A request for a Solicitation Requirements Review may be denied, in the Department's sole discretion, if the request does not satisfy all of the following criteria:

1. The request for a Solicitation Requirements Review is made within ten (10) business days of the issuance of the solicitation document;

PROPOSAL SUBMISSION REQUIREMENTS

2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a proposal.
3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
4. The request for a Solicitation Requirements Review asserts either that:
 - a. application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or
 - b. due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Proposers.

The Solicitation Requirements Review shall be completed and the Department's determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the proposal due date. All Requests for Review should be submitted to:

Los Angeles County Department of Beaches and Harbors
Administrative Services Division
Attention: Brad Fleischer, Division Chief
13837 Fiji Way
Marina del Rey, CA 90292
Fax: (310) 821-8155

2.10 PROPOSER'S QUESTIONS

Proposers may submit written questions regarding this RFP by mail, fax or e-mail to the individual identified below. All questions must be received by June 28, 2011. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP.

When submitting questions please specify the RFP section number, paragraph number, and page number and quote the language that prompted the question. This will ensure that the question can be quickly found in the RFP. County reserves the right to group similar questions when providing answers.

Questions may address concerns that the application of minimum requirements, evaluation criteria and/or business requirements would unfairly disadvantage Proposers or, due to unclear instructions, may result in the County not receiving

PROPOSAL SUBMISSION REQUIREMENTS

the best possible responses from Proposer. Questions should be addressed to:

Los Angeles County Department of Beaches and Harbors

Administrative Services Division

Attn: Nicolette Taylor

13837 Fiji Way

Marina del Rey, CA 90292

Fax: (310) 821-8155

Email: Ntaylor@bh.lacounty.gov

2.11 SUBMISSION OF APPLICATION FOR EXEMPTION TO LIVING WAGE PROGRAM

If a Proposer believes that it does not fall within the Living Wage Program's definition of Employer or that it meets any of the exceptions to the Living Wage Program, then the Proposer must complete and submit to the County, by July 7, 2011, the *Application for Exemption*, as set forth in *Living Wage Form LW-5*, including all necessary documentation to support the claim. Proposer(s) will be notified by July 14, 2011 of the County's decision.

2.12 MANDATORY PROPOSERS CONFERENCE

On June 28, 2011, 2:00 p.m., a Mandatory Proposers Conference will be held at the Chace Park Community Room, 13650 Mindanao Way, Marina del Rey, CA 90292. All potential Proposers **must** attend this conference or their proposals will be rejected without review and eliminated from further consideration.

All persons planning to submit a Proposal should read the RFP before attending the conference. Questions and answers from the conference will only be distributed to those persons who were present at the conference. The County will not be able to respond to questions raised after the conference.

2.13 PROPOSAL DUE DATE

THE DEADLINE FOR RECEIPT OF PROPOSALS IS JULY 21, 2011, 2:00 p.m.

Proposals must be received at the Department's Administrative Headquarters by the deadline date and time. Postmarks will be disregarded. Proposals are mailed at the Proposer's risk. One original and five copies, each securely bound or stapled and enclosed in a sealed envelope or box, must be delivered to the

attention of:

Los Angeles County Department of Beaches and Harbors

Administrative Services Division

Attn: Nicolette Taylor

13837 Fiji Way

Marina del Rey, CA 90292

Parking Lot Management Services RFP

It is the sole responsibility of the submitting Proposer to ensure that its Proposal is received before the submission deadline. Submitting Proposers shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. Any Proposals received after the scheduled closing date and time for receipt of Proposals, as listed in Subparagraph 2.8, RFP Timetable, will not be accepted and will be returned to the sender unopened.

2.14 REQUIRED FORMAT AND CONTENT OF PROPOSAL

Proposals shall be developed according to the guidelines set forth in this Section. The Proposals must be specific and complete in every detail. Failure of a Proposal to conform to these requirements may result in its rejection. The Proposal must include the following:

2.14.1 Cover Page

Proposer shall identify the Request for Proposal by title, firm's name and address, and the name, telephone number, fax number, and e-mail address of the person authorized to make representations for the Proposer and commit the Proposer to a Contract.

2.14.2 Executive Summary

Proposer shall provide a summary of its Proposal including a broad understanding of the Proposer's approach, qualifications, experience and staffing.

2.14.3 Table of Contents

List all material included in the Proposal. Include a clear definition of the material, identified by sequential page numbers and by section reference numbers.

Forms:**1. Offer to Perform**

Complete and sign the Offer to Perform (Form P-1). Proposers shall provide hourly rates for two classes of employees: attendants and supervisors, as identified on the Standard Staffing Schedule (Exhibit 4). The proposed price should reflect the hourly wages for attendants and supervisors, including benefits, equipment, direct and indirect costs, as well as proportional amounts of overhead, profit and support staff costs. Monthly prices for the standard level of parking services will be calculated from the Proposer's quoted hourly rates for the two classes of employees, applying the Standard Staffing Schedule. Subject only to approved modifications, the selected Contractor will be required to provide the staffing levels described in Exhibit 4 over the term of the Contract and its compensation for any given month shall be calculated by multiplying its proposed hourly rates for attendant and supervisor, respectively, against the total monthly staffing hours set forth in Exhibit 4. The staffing levels contained in Exhibit 4 and the corresponding compensation to the Contractor may only be varied with the prior approval/direction of the Department. The hourly rates proposed on Form P-1 will be used to adjust the compensation upward or downward for any month in which an approved modification to staffing levels has occurred.

Proposers shall provide its price for opening and closing of the parking lots.

Proposers shall also provide its price for closing of specified restrooms (Exhibit 7) and/or opening and closing beach parking lots should the Department request these services during the Contract term.

The Offer to Perform must: (1) state whether the Proposer is an individual proprietor, partnership, joint venture, corporation, limited liability company or other form of entity; (2) identify persons authorized to accept service of legal process in California; and (3) identify the name, title, address and telephone number of each person who is authorized to bind the Proposer to performance of the Contract work.

The Offer to Perform shall be signed as follows:

PROPOSAL SUBMISSION REQUIREMENTS

- If an individual or sole proprietor, by the individual owner;
- If a corporation, by two authorized officers. If a partnership, by an authorized general partner;
- If a joint venture, by all joint ventures; and
- If a limited liability company, by the managing member or other person(s) specifically authorized by the operating agreement.

2. **Proposer's Organization Questionnaire/Affidavit**

The Proposer shall complete, sign and date the Proposer's Organization Questionnaire/Affidavit (Form P-2). **The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.**

Taking into account the structure of the Proposer's organization, Proposer shall determine which of the below referenced supporting documents the County requires. If the Proposer's organization does not fit into one of these categories, upon receipt of the Proposal or at some later time, the County may, in its discretion, request additional documentation regarding the Proposer's business organization and authority of individuals to sign contracts.

If the below referenced documents are not available at the time of Proposal submission, Proposers must request the appropriate documents from the California Secretary of State and provide a statement on the status of the request.

Required Support Documents:

Corporations or Limited Liability Company (LLC):

The Proposer must submit the following documentation with the Proposal:

- 1) A copy of a "Certificate of Good Standing" with the state of incorporation/organization.
- 2) A conformed copy of the most recent "Statement of Information" as filed with the California Secretary of State listing corporate officers or members and managers.

Limited Partnership:

The Proposer must submit a conformed copy of the Certificate of Limited Partnership or Application for Registration of Foreign Limited Partnership as filed with the California Secretary of State, and any

amendments.

Pending Litigation and Judgments:

Identify by name, case and court jurisdiction any pending litigation in which Proposer is involved, or judgments against Proposer in the past five years. Provide a statement describing the size and scope of any pending or threatening litigation against the Proposer or principals of the Proposer.

3. Prospective Contractor List of Contracts

Complete the Prospective Contractor List of Contracts (Form P-3). The listing must include all Public Entities contracts for the last three years. Use additional sheets if necessary.

4. Prospective Contractor List of Terminated Contracts

Complete the Prospective Contractor List of Terminated Contracts (Form P-4). The listing must include contracts terminated within the past three years with a reason for the termination.

5. Business and Financial Summary

Complete and sign Business and Financial Summary (Form P-5). False statements may be cause for disqualification or debarment. The submission of financial statements and client credit references shall constitute permission by the Proposer for the Department to check, verify, and have certified all information contained in such statements. The following information must be attached:

- Summary of relevant background information;
- Experience in parking lot management;
- Experience with managing and operating automated parking receipt issuance devices;
- Proposer shall submit, at a minimum, five references of contracts currently being performed or which have been completed in the last five years. It is the Proposer's sole responsibility to ensure that the firm's name and point of contact's name, title and phone number for each reference is accurate. Proposer's references listed on Form P-5 will be evaluated based on the information provided by the telephone contact. The following factors will negatively impact a proposal's reference score:

- References that fail to substantiate Proposer's description of

PROPOSAL SUBMISSION REQUIREMENTS

the services provided;

- References that fail to support that Proposer has a continuing pattern of providing capable, productive and skilled services;
 - The Department is unable to reach the point of contact with reasonable effort (8:00 a.m. to 5:00 p.m., Monday through Thursday). It is the Proposer's sole responsibility to inform the point of contact of the working hours when the reference checks will occur.
- Summary of desirable experience, including parking lot management in a coastline environment, working with film crews and managing several lots concurrently;
 - Number of full-time workers employed;
 - Description of size and organizational structure;
 - A minimum of three credit or financial references, giving names, addresses and telephone numbers;
 - Evidence of insurability (a letter of commitment; binder or certificate of current insurance coverage) from an insurance company setting forth coverage meeting the limits and other requirements of Section 2.25 of Attachment A, Sample Contract;
 - Completion of Employee Benefits Worksheet (if applicable); and
 - Copies of audited or reviewed financial statements for the most current and prior fiscal years (e.g., 2010 and 2009). Statements should include the company's current assets, current liabilities and net worth and at a minimum should include the Balance Sheet and Statement of Income. If audited statements are available, these should be submitted to meet this requirement. Do not submit Tax Returns to meet this requirement. Financial statements will be kept confidential if so stamped on each page.

6. Staffing and Work Plan

Submit a Staffing and Work Plan (Form P-6) consistent with the Contract work describing:

- A comprehensive listing of the Proposer and other staff involved with providing parking lot management services, including job titles,

PROPOSAL SUBMISSION REQUIREMENTS

experience and specific duties;

- Resumes of the firm's principal(s), proposed Contract Representative (as that position is defined in Attachment B, Statement of Work, 5.2), and other key individuals on Proposer's staff, stating their professional training and specific related experience;
- Principal owner's name and title of the Proposer's organization;
- Identity of all partners/subcontractors who will be performing work on the Contract;
- Identity of additional employees who will be performing work on the Contract;
- How the Proposer will perform the Contract work. A narrative discussion of the Proposer's approach to duties and tasks described in *Attachment B, Statement of Work*
 - Proposer's accounting and cash control procedures in accordance with *Attachment B, Statement of Work, Section 7.0*;
 - Proposer's operational plan for scheduling staff, keeping staff supplied and responding to emergencies, urgent requests, unscheduled work, unforeseen changes in weather, special events where there is increased traffic to the Beaches (i.e., July 4th holiday and overtime);
 - Proposer's ability to provide the required reports and logs in accordance with *Attachment B, Statement of Work, Section 11.0*; and
 - Proposer's policies and procedures for training its employees.

7. Quality Control Plan

Proposer shall complete a comprehensive Quality Control Plan (Form P-7) to be utilized by the Proposer as a self-monitoring tool to ensure the required services are provided as specified in Attachment B, Statement of Work and Attachment B-1, Performance Requirements Summary Chart. Failure to submit or fully complete Form P-7 may be grounds for rejection of the proposal.

PROPOSAL SUBMISSION REQUIREMENTS

8. Proposers' EEO Certification

The Proposer shall complete and sign the Proposer's Certification (Form P-8) and submit it as part of the Proposal. Failure to submit Form P-8 may be grounds for disqualification.

9. Contractor Employee Jury Service Program Certification Form and Application for Exception

Proposer shall complete and sign the Contractor Employee Jury Service Program Certification Form and Application for Exception (Form P-9). Failure to submit or fully complete Form P-9 may be grounds for disqualification.

10. Certification of No Conflict of Interest

Proposer shall complete and sign the Certification of No Conflict of Interest Form (Form P-10). Failure to submit or fully complete Form P-10 may be grounds for disqualification.

11. Attestation of Willingness to Consider GAIN/GROW Participants

Proposers shall complete and sign the Attestation of Willingness to Consider GAIN/GROW Participants Form (Form P-11). Failure to submit or fully complete Form P-11 may be grounds for disqualification.

12. Familiarity with the County Lobbyist Ordinance Certification

Proposer shall complete and sign the Familiarity with the County Lobbyist Ordinance Certification (Form P-12). Failure to submit or fully complete Form P-12 may be grounds for disqualification.

13. Certification of Independent Price Determination & Acknowledgment of RFP Restrictions

Proposer shall complete and sign Certification of Independent Price Determination & Acknowledgment of RFP Restrictions (Form P-13). Failure to submit or fully complete Form P-13 may be grounds for disqualification.

14. Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

The Proposer shall complete and sign the Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form (Form P-14). Failure to fully complete or submit Form P-14 may be grounds for disqualification.

PROPOSAL SUBMISSION REQUIREMENTS

15. Transitional Job Opportunities Preference Application (if applicable)

Complete the Transitional Job Opportunities Preference Application, Form P-15 and provide all supporting documents.

16. Certification of Compliance with the County's Defaulted Property Tax Reduction Program

Proposer shall complete and return the Certification of Compliance with the County's Defaulted Property Tax Reduction Program. Failure to fully complete or submit Form P-16 may be grounds for disqualification.

17. Contractor's Administration

The Proposer shall complete Contractor's Administration, Form P-17 and designate the Contract Representative, who shall be responsible for overall management and coordination of Contract work and any authorized officials of the Contractor.

18. Proposer's Green Initiatives

Using Form P-18, Proposer shall present a description of its proposed plan for complying with the green requirements as described in Section 12.0 of the Statement of Work. Describe Proposer's current environmental policies and practices and those proposed to be implemented.

19. RFP Exception Form

Using Form P-19, the Proposer may provide for any exceptions to the stated terms, conditions and requirements. The County reserves the right to determine if Proposer's exceptions are material enough to deem the proposal non-responsive and not subject to further evaluation. The County reserves the right to make changes to the RFP, its Attachments, Exhibits and Forms at its sole discretion.

2.15 REQUIRED FORMAT AND CONTENT OF PROPOSAL – LIVING WAGE COMPLIANCE

The Living Wage Program requires that contractors demonstrate both during procurement and for the term of their contract business stability, integrity in employee relations, and the financial ability to pay the living wage. A review/evaluation will be made based on the information requested in this Section.

Living Wage Forms:

1. Proposer's Staffing Plan

Proposer **must** submit a staffing plan that is comprised of full-time employees, unless the Contractor can demonstrate to the County the necessity of part-time staff. If a staffing plan contains part-time employees, Contractor must submit written justification for the use of part-time staff. A sample for the staffing plan is shown in *Model Contractor Staffing Plan, Living Wage Form LW-1*.

2. Proposer's Acknowledgment and Statement of Compliance

The Acknowledgment and Statement of Compliance, Living Wage Form LW-2, is a statement, under penalty of perjury, that there were no past labor violations of any federal, State, County or City statutes. Should the Proposer have violations to report, Proposer shall provide a listing of projects and a brief description of the circumstances regarding the violation(s) on *Living Wage Form LW-3, Acknowledgment and Statement of Compliance Labor/Payroll/Debarment History*.

3. Labor/Payroll Debarment History

Complete and submit Living Wage Form LW-3 as required should there be any labor/payroll debarment history violations to report.

4. Contractor Living Wage Declaration

The Contractor Living Wage Declaration, Living Wage Form LW-4, is a statement that the Contractor will be paying its employees the Living Wage hourly rate. If the Contractor has received notice from the County that they are exempt from the Living Wage Program, this form should not be included.

5. Application for Exemption

If the Proposer claims exemption from the Living Wage Ordinance, Proposer shall complete, sign and submit the *Application for Exemption, Living Wage Form LW-5*. **Proposers who believe they may be entitled to an exemption must submit the Application for Exemption and related documentation no later than July 7, 2011.**

6. Proposer's Approach to Labor-Payroll Record Keeping and Regulatory Compliance

Proposer is required to comply with the State and Federal labor regulations and record keeping requirements. The objective of this Sub-section is to determine the appropriateness, scope and suitability of the procedures Proposer uses and the internal controls in place to ensure compliance with State and Federal labor regulations and record keeping requirements. In order to appropriately evaluate this area, it is critical that Proposer submit a detailed description of the processes, and the steps associated with those processes.

It behooves the Proposer to provide additional details to ensure a clear picture of the firm's processes and controls. Proposers must answer all questions thoroughly and in the same sequence as provided below. If Proposer believes that a question is not applicable, indicate with "N/A" and explain why that question is not applicable.

Proposer should describe the firm's employee labor-payroll record keeping system and the controls in place that ensure ongoing regulatory compliance. Include, at a minimum, a detailed discussion of the following:

1. Discuss how employee hours actually worked are tracked. The detailed explanation should include:
 - a. Where do firm's employees report to work at the beginning of their shift? Is it at the work location or a central site with travel to worksite? If the latter is the firm's practice/process, when does the firm consider the employees shift to have started? Is it a central site or upon arrival at the work location?
 - b. How does the firm know employees actually reported to work and at what time? For example, sign-in sheets, computerized check-in, call-in system, or some other method.
 - c. What records are created to document the beginning and ending times of employee's actual work shifts? What records are maintained by the firm of actual time worked? Are the records maintained daily or at another interval (indicate the interval)? Who creates these records (e.g., employee, a

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supervisor, or office staff)? Who checks the records and what are they checking for? What happens to these records? Are they used as a source document to create the firm's payroll?

Provide a copy of these records.

- d. If the records created in response to Sub-paragraph "c" above are not used to create the payroll, what is the source document that is used? Who prepares and who checks the source document? Does the employee sign it? Who approves the source document and what do they compare it with prior to approving the source document?
 - e. How does the firm know that employees take mandated breaks and meal breaks (periods)? Does the firm maintain any written supporting documentation to validate that the breaks actually occurred? If so, who prepares, reviews and approves such documentation?
2. Discuss how the firm's payroll is prepared and how the firm ensures that employee wages are appropriately paid. The detailed explanation should include:
- a. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)? If by check, do they receive a single check for straight time and overtime or are separate payments made? What information is provided on the check (e.g., deductions for taxes, etc.)? **Provide a copy of a check and check stub** (cover up or block out bank account information) that shows deduction categories.
 - b. If the firm uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the firm's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?
 - c. If the firm uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe

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the steps taken to prepare the payroll. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the firm's standard rate for other non-County work), how does the automated payroll system calculate total wages paid? Is it embedded in the software program or does someone have to override the system to perform the calculation?

- d. How is travel time during an employee's shift paid? At what rate is such travel time paid if the employee has multiple wage rates? Discuss how the firm calculates the day's wages for each situation described in the following two examples: 1) during a single shift, an employee works 3 hours at a work location under a County Living Wage contract, then travels an hour to another work location to work 4 hours, where they are paid at a different rate than the County's Living wage rate and 2) during a single shift, an employee works 3 hours at a work location under a County Living Wage contract, then travels an hour to another work location to work 4 hours, where they are also paid the County's Living Wage rate.
- e. How does the firm calculate overtime wages? What if the employee has multiple wage rates?

2.16 ADDITIONAL INFORMATION

Proposers may attach to their Proposals any information that would aid the Evaluation Committee in making a recommendation. Additional information may be requested by the Evaluation Committee to clarify information already submitted to help evaluate the Proposer's qualifications to perform the Contract work.

2.17 PROPOSALS MUST FOLLOW REQUIRED FORMAT

Proposals must respond specifically to all elements of the RFP. The content and sequence of Proposals must follow the "Required Format and Content of Proposal" above. Failure of the Proposal to conform to these requirements may, at the County's sole discretion, disqualify the Proposal from consideration.

3.0 SELECTION PROCESS

The County reserves the sole right to judge the contents of the Proposals submitted pursuant to this RFP and to review, evaluate and select the successful proposal(s). The selection process will begin with receipt of the proposal on **July 21, 2011**.

3.1 ADHERENCE TO MINIMUM REQUIREMENTS (Pass/Fail)

Department shall review the Proposer's Organization Questionnaire/Affidavit, Form P-2, and determine if Proposer meets the minimum requirements as outlined in the Minimum Mandatory Requirements section of this RFP. Failure of the Proposer to comply with the minimum requirements may eliminate this proposal from any further consideration. The County may elect to waive any informality in a proposal if the sum and substance of the Proposal is present.

3.2 DISQUALIFICATION REVIEW

A proposal may be disqualified from consideration because a Department determined it was non-responsive at any time during the review/evaluation process. If a Department determines that a proposal is disqualified due to non-responsiveness, the Department shall notify the Proposer in writing.

Upon receipt of the written determination of non-responsiveness, the Proposer may submit a written request for a Disqualification Review within the timeframe specified in the written determination. A request for a Disqualification Review may, in the Department's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a Disqualification Review is a Proposer;
2. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
3. The request for a Disqualification Review asserts that the Department's determination of disqualification due to non-responsiveness was erroneous (e.g., factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

The Disqualification Review shall be completed and the determination shall be provided to the requesting Proposer, in writing, prior to the conclusion of

the evaluation process.

3.3 EVALUATION COMMITTEE

Proposal evaluation will be made by an Evaluation Committee, which may include representatives from the Department, representatives from other County departments, public agencies and/or persons from the private sector. The selection and composition of the Evaluation Committee shall be solely determined by the Director. The Committee will use the criteria listed in the RFP to evaluate the Proposals. At the County's discretion, additional information may be requested from Proposers to clarify and explain Proposals.

3.4 ORAL PRESENTATION TO EVALUATION COMMITTEE

The Evaluation Committee, at its option, may invite Proposers to make an oral presentation to the Committee as a further means of clarifying information submitted in the Proposals.

3.5 ADDITIONAL INQUIRIES

The Evaluation Committee or any of its members may also question a Proposer about the Proposer's experience, past performance, financial stability, ability to perform on schedule and any other matter that may reasonably relate to the Proposer's qualifications to perform the Contract work. In the County's sole discretion, the failure of a Proposer to promptly respond to any such inquiry may be deemed grounds for rejection of the Proposal.

3.6 EVALUATION SCORING

The Evaluation Committee will rate Proposals on a point system, subject to the County's right to disqualify incomplete and inadequate Proposals. Scoring will be based on information received from the Proposers. The Evaluation Committee will award the number of points it deems fair and appropriate within the range of possible scores for each scoring category and will assign a composite to each qualifying Proposal based upon the following weighted criteria:

Proposal Price – 40 Percent

Experience and Organizational Resources – 25 Percent

Approach to Contract Requirements – 25 Percent

3.7 ITEMS CONSIDERED BY EVALUATORS

In determining how well Proposals meet these criteria, the Evaluation Committee will consider the following items (but may also consider others):

1. Proposal Price

A maximum score of 400 points is possible for this category. The Proposal's annual compensation for hourly attendant and supervisor services, as quoted on Form P-1, will be evaluated with the maximum number of possible points awarded to the proposal with the lowest annual compensation for the hourly rates for these positions. All other proposals will be compared to the lowest annual compensation for the hourly rates of attendant and supervisor and points awarded accordingly.

However, should one or more of the Proposers request and be granted the Local SBE and/or Transitional Job Opportunities Preferences, the cost component points will be determined as follows:

Local SBE Preference: Five percent (5%) of the lowest cost proposed will be calculated, which shall not exceed \$50,000, and that amount will be deducted from the Cost submitted by all Local SBE Proposers who requested and were granted the Local SBE Preference.

Transitional Job Opportunities Preference: Five percent (5%) of the lowest cost proposed will be calculated and that amount will be deducted from the Cost submitted by all Proposers who requested and were granted the Transitional Job Opportunities Preference.

2. Proposer's Experience and Organizational Resources

A maximum score of 250 points is possible for this category. Evaluators will consider the qualifications of Proposer based on Proposer's background and experience; performance history analysis of Proposer; stability; ability to meet obligations; resources to meet increased payroll, supply and other expenses required by the Contract; and ability to fulfill a broad range of assignments based on:

- Recent experience in providing Parking Lot Management services;
- Nature, size, scope and outcome of past and current projects;
- Credit references;

SELECTION PROCESS AND EVALUATION CRITERIA

- Summary of desirable experience;
- Ability to provide and maintain automated parking receipt issuance devices;
- Employee Benefits (if applicable);
- Financial statements;
- References provided for contracts currently being performed or which have been completed;
- In addition to the references provided, a review will include the County's Contract Database, if applicable, reflecting past performance history on County contracts; and
- A review will be conducted to determine the magnitude of any pending litigation or judgments against the Proposer as provided in Section 2.14 of the RFP.

3. Approach to Contract Requirements

A maximum score of 250 points is possible for this category. Evaluators will consider the experience and depth of Proposer and its staff; the Proposer's demonstrated understanding of the Contract work and proposed approach to staffing, accounting and cash control procedures, methods in providing the requested services; monitoring compliance and procedures; Proposer's process of managing internal controls and its response to the Department's complaints or requests regarding work performance based on Proposer's Staffing and Work Plan (Form P-6), Proposer's Employee Training Program (Form P-6) and Proposer's Quality Control Plan (Form P-7).

4. Living Wage Compliance

A maximum score of 100 points is possible for this category. An evaluation will be made based on Proposer's response to the information requested in Section 2.15 of the RFP. The review/evaluation will include:

- Proposer's Staffing Plan;
- Proposer's demonstrated controls over labor/payroll record keeping;
 - Proposer will be evaluated on the firm's labor/payroll record keeping system and regulatory compliance information provided in Section 2.15, Sub-paragraph 6; and
 - The County may conduct site visits to audit a Proposer's labor/payroll record processes.

3.8 LABOR LAW/PAYROLL VIOLATIONS

Applying criteria as established in Exhibit 16, the County may deduct 1 to 20 percent of the maximum number of available evaluation points for labor law/payroll violations, with substantially increased deductions for a contract's failure to disclose reportable violations. "Pending claims" (i.e., claims that do not have a final disposition) will not result in point deductions; however, such claims may be reported to the Board of Supervisors before a contract is awarded.

3.9 NUMERICAL RANKING

The Proposals shall be ranked in numerical sequence based on their composite scores in the evaluation process, and the Director, in his sole discretion shall recommend one of the Proposals for acceptance by the County. The Director's recommendation does not constitute award of the Contract, since only the Board of Supervisors may award a Contract.

3.10 PROPOSER SELECTION

After a prospective Contractor has been selected, the County and the prospective Contractor will negotiate a Contract for submission to the Board of Supervisors for its consideration and possible approval. If a satisfactory Contract cannot be negotiated, the County may, at its sole discretion, begin contract negotiations with the next qualified Proposer who submitted a proposal, as determined by the County. The recommendation to award a Contract will not bind the Board of Supervisors to award a Contract to the prospective Contractor. The County retains the right to select a Proposal other than the Proposal receiving the highest number of points if County determines, in its sole discretion, another Proposal is the most overall qualified, cost-effective, responsive, responsible and in the best interests of the County.

3.11 EXECUTION BY SELECTED PROPOSER(S)

The Contract shall be executed first by the Proposer(s) whose Proposal(s) is (are) selected by the Director for recommended acceptance by the County. The Proposer's failure to execute and return the Contract to the Director within five days after its receipt, or such longer times as the Director may allow, shall be deemed to be a refusal to enter the Contract, and the Director, in his sole

discretion, may either reject all other Proposals or recommend any other Proposal for acceptance, based on his own evaluation or negotiation with the remaining Proposers.

3.12 CONDITIONAL RECOMMENDATION BY DIRECTOR

The Director reserves his right to condition his recommendation of the selected Proposal(s) on changes being made in the Proposal(s). If the Director elects to negotiate such changes, the negotiations will be conducted with the Proposer(s) whose Proposal(s) is (are) first selected. In the event an agreement is not reached with the first selected Proposer(s), negotiations may be conducted with any other Proposer the Director selects through his sole discretion.

3.13 SUPPLEMENTAL DOCUMENTS

Within fifteen days after acceptance of its Proposal by the Board of Supervisors, or before the starting date of the Contract, whichever comes first, the selected Proposer(s) shall provide the Contract Administrator with satisfactory written proof of insurance complying with Section 2.25 of the Attachment A, Sample Contract.

3.14 DEPARTMENT'S PROPOSED CONTRACTOR SELECTION REVIEW

3.14.1 Departmental Debriefing Process

Upon completion of the evaluation, the Department shall notify the remaining Proposers in writing that the Department is entering negotiations with another Proposer. Upon receipt of the letter, any non-selected Proposer may submit a written request for a Debriefing within the timeframe specified in the letter. A request for a Debriefing may, in the Department's sole discretion, be denied if the request is not received within the specified timeframe.

The purpose of the Debriefing is to compare the requesting Proposer's response to the solicitation document with the evaluation document. The requesting Proposer shall be debriefed only on its response. Because contract negotiations are not yet complete, responses from other Proposers shall not be discussed, although the Department may inform the requesting Proposer of its relative ranking.

SELECTION PROCESS AND EVALUATION CRITERIA

During or following the Debriefing, the Department will instruct the requesting Proposer of the manner and timeframe in which the requesting Proposer must notify the Department of its intent to request a Proposed Contractor Selection Review (see Section 3.14.2 below), if the requesting Proposer is not satisfied with the results of the Debriefing.

3.14.2 Proposed Contractor Selection Review

Any Proposer that has timely submitted a notice of its intent to request a Proposed Contractor Selection Review as described in this Section may submit a written request for a Proposed Contractor Selection Review, in the manner and timeframe as shall be specified by the Department.

A request for a Proposed Contractor Selection Review may, in the Department's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a Proposed Contractor Selection Review is a Proposer;
2. The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by the Department);
3. The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:
 - a. The Department materially failed to follow procedures specified in its solicitation document. This includes:
 - i. Failure to correctly apply the standards for reviewing the proposal format requirements.
 - ii. Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document.
 - iii. Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
 - b. The Department made identifiable mathematical or other errors in evaluating proposals, resulting in the Proposer receiving an incorrect score and not being selected as the recommended contractor.
 - c. A member of the Evaluation Committee demonstrated bias

SELECTION PROCESS AND EVALUATION CRITERIA

in the conduct of the evaluation.

- d. Another basis for review as provided by state or federal law;
and

4. The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for the Department's alleged failure, the Proposer would have been the lowest cost, responsive and responsible bid or the highest-scored proposal, as the case may be.

Upon completing the Proposed Contractor Selection Review, the Department representative shall issue a written decision to the Proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the contract award recommendation is to be heard by the Board. The written decision shall additionally instruct the Proposer of the manner and timeframe for requesting a review by a County Review Panel (see Section 3.15 below).

3.15 COUNTY REVIEW PANEL PROCESS

Any Proposer that is not satisfied with the results of the Proposed Contractor Selection Review may submit a written request for review by a County Review Panel in the manner and timeframe specified by the Department in the Department's written decision regarding the Proposed Contractor Selection Review.

A request for review by a County Review Panel may, in the County's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting review by a County Review Panel is a Proposer;
2. The request for a review by a County Review Panel is submitted timely (i.e., by the date and time specified by the Department); and
3. The person or entity requesting review by a County Review Panel has limited the request to items raised in the Proposed Contractor Selection Review and new items that (a) arise from the Department's written decision and (b) are one of the appropriate grounds for requesting a Proposed Contractor Selection Review as listed in Section 3.14 above.

Upon completion of the County Review Panel's review, the Panel will forward its report to the Department, which will provide a copy to the Proposer.

ATTACHMENT A

SAMPLE CONTRACT



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

CONTRACTOR

FOR

PARKING LOT MANAGEMENT SERVICES

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
SAMPLE CONTRACT
PARKING LOT MANAGEMENT SERVICES**

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**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
SAMPLE CONTRACT
PARKING LOT MANAGEMENT SERVICES**

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**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
SAMPLE CONTRACT
PARKING LOT MANAGEMENT SERVICES
PART ONE – GENERAL CONDITIONS**

1.0 GENERAL CONDITIONS

1.1 INTRODUCTION

1.1.1 Parties

This Contract is entered into by and between the County of Los Angeles (the “County”) and _____ (the “Contractor”).

1.1.2 Recitals

The Contract is intended to integrate within one document the terms for the parking lot management services to be performed for the County by the Contractor. The Contractor represents to the County that the express representations, certifications, assurances and warranties given in this Contract, Form P-1 (Offer to Perform) and Form P-2 (Proposer’s Organization/Questionnaire Affidavit) are true and correct. The Contractor further represents that the express representations, certifications, assurances and warranties given by the Contractor in response to the Request for Proposals are true and correct, including but not limited to Forms P-3 to P-19 submitted with the Contractor’s Proposal.

1.1.3. Effective Date

The effective date of this Contract shall be the later of January 3, 2012 or the date of Board approval.

1.1.4 Contract Provisions

The Contract is comprised of this Part 1 (General Conditions), Part 2 (Standard Contract Terms and Conditions), Part 3 (Unique Terms and Conditions), Exhibits and Forms, all of which are attached to this Contract and incorporated by reference. It is the intention of the parties that when reference is made in this Contract to the language of the Request for Proposals (RFP), the Exhibits or the Proposal, such language shall be

deemed incorporated in the Contract; the language of such other part of the Contract shall prevail.

1.1.5 Work to be Performed

Contractor shall perform the work set forth in Attachment B, Statement of Work and Form P-6. Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time all tasks, deliverables, services and other work as set forth herein. If the Contractor provides any tasks, deliverables, goods, services or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

1.1.6 Rescission

The County may rescind the Contract for the Contractor's misrepresentation of any of the matters mentioned in Section 1.1.2. In the case of a misrepresentation of the facts set forth in Section 2.45, a penalty may be assessed in the amount of the fee paid by the Contractor to a third person for the award of the Contract.

1.1.7 Suspension of Contract Services

Notwithstanding Section 2.44, Termination for Default, or any other provision of the Contract, should the Director find reasonable grounds to believe that default by the Contractor or the Contractor's staff has caused, or unless immediately cured, will cause material financial loss to the County and that the Contractor will not immediately cure the default, the Director may order the Contractor to cease performing any duties that the Director determines will result in continuing loss if not curtailed. The Director may also order that the Contractor turn all collections over to the Department immediately. Upon receiving notice of the Director's order(s), the Contractor shall immediately comply. Within three days of issuing the order, the Director shall give notice of default pursuant to Section 2.44 or shall reinstate the Contractor.

1.2 INTERPRETATION OF CONTRACT

1.2.1 Headings

The headings contained in the Contract are for convenience and reference only. They are not intended to define or limit the scope of any provision of the Contract.

1.3. CONTRACT TERM

1.3.1 Initial Term

The initial Contract term shall be three years commencing January 3, 2012 or after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

1.3.2 Two One-Year/Six Month-to-Month Extension Options

If the Director determines that it is in the interest of the County to do so, he may grant up to two one-year extensions of the Contract term. The Director may exercise the first option by notifying the Contractor in writing before the Contract expiration date. The Director may exercise the second option by notifying the Contractor in writing before the expiration of the first optional Contract Year. Additionally, the Director may extend the final Contract term on a month-to-month basis for up to six (6) months, at his/her sole discretion.

1.3.3 Contractor to Notify County When It Is within Six Months from Expiration of Term

The Contractor shall notify the Department when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the Department.

1.3.4 Duty of Cooperation upon Expiration or Termination of Contract

Upon expiration of the Contract term or any optional extension period or termination of the Contract for any reason, the Contractor will cooperate with the County and the successor contractor in transferring records and County property and allowing the successor contractor access to all information and County facilities necessary to ensure uninterrupted parking services.

1.3.5 Survival of Obligations

Notwithstanding the stated term of the Contract, some obligations assumed in the Contract shall survive its termination, such as, but not limited to, the Contractor's obligation to retain and allow inspection by the County of its books, records and accounts relating to its performance of the Contract work.

1.4 CONTRACT SUM

1.4.1 Contract Payment

The Contractor shall be paid the monthly compensation sums quoted in Exhibit 1 for the appropriate month, as adjusted, if appropriate, to account for increases and decreases pursuant to Sections 1.4.4, 1.4.5 and subject to Sections 1.4.3 and 2.48.

1.4.2 Increase of Contract Sum by Director

Notwithstanding Section 1.4.1, the Director may, by written notice to the Contractor, increase the Contract sum amount by up to 10 percent in any year of the Contract or any extension period, to cover needed, increased services in the scope of the Contract, subject to the availability of funds in the Department's budget. Such increases shall not be cumulative.

1.4.3 Incentive Payment

The Contract will provide an annual incentive payment of 15 percent of the revenue increase from the previous year, net of taxes paid. Should the County approve parking fee increases during the term of the Contract, an adjustment to the revenue based on the impact of the fee increases will be made by the Director for purposes of determining the incentive payment. Should any Parking Lot or spaces within a Parking Lot be reopened, opened or enlarged, the revenue from that Parking Lot attributable to the reopening, opening or enlargement shall not be included in the revenue collected by the Contractor in that year for the purpose of determining the incentive payment, to ensure comparability with the prior year. Similarly, should any Parking Lot or spaces within a Parking Lot be closed or made no longer available for use, the associated revenue loss shall not be included for the purpose of determining the incentive payment, to ensure

comparability. The incentive payment shall be paid to the Contractor within 60 day after the end of the Contract year.

1.4.4 Increase of Staff or Service Area

On reasonable written notice, the Director or Contract Administrator may require the Contractor to increase the number of Parking Lot staff and staff hours at any of the Lots subject to the Contract and may require the Contractor to provide staff for additional Parking Lots. Notice of 30 days shall always be deemed reasonable. However, such written notice will be deemed reasonable if given in less than 24 hours in the event of favorable weather or other special conditions that demand an immediate change in staffing. The Director or Contract Administrator shall consult with the Contractor and, following such consultation, shall in his sole discretion determine the number of additional staff and the hours during which such additional staff is required. The Contractor may recommend staffing changes to the Director or Contract Administrator for purposes of greater efficiency or improved service, but written Department approval of staffing changes is required. In the event that the Department requires the Contractor to provide additional staff hours or to staff any additional parking lots and such action results in a net increase in the number of staff hours required for that month over the Standard Staffing Level set forth in Exhibit 4 (taking into account any reduction in staff hours required under Section 1.4.5), the Contractor shall receive additional compensation. The amount of the additional compensation for any given month shall be equal to the net increase in the number of staff hours for that month multiplied by the hourly rate for the position quoted in Form P-1.

1.4.5 Decrease of Staff or Service Area

Following consultation with the Contractor, the Director or Contract Administrator may on reasonable written notice require the Contractor to reduce or eliminate the number of staff and staff hours at any Parking Lot subject to this Contract and may eliminate any such Parking Lots. Notice of 30 days shall always be deemed reasonable. Such written notice will be deemed reasonable if given in less than 24 hours in the event of

inclement weather or an emergency that demands an immediate change in staffing. The Contractor may recommend staffing changes to the Director or Contract Administrator for purposes of greater efficiency or improved service, but written Department approval of staffing changes is required. In the event that the Director or Contract Administrator determines that a Parking Lot's staffed hours shall be reduced or eliminated or that a Parking Lot shall be eliminated, and such action results in a net reduction of the staff hours for that month below the Standard Staffing level set forth in Exhibit 4 (taking into account any increase in staff hours otherwise required under Section 1.4.4), the Contractor's compensation for the month shall be reduced. The amount of the reduction in compensation for any given month shall be equal to the net reduction in the number of staff hours for that month multiplied by the hourly rate for the position quoted in Form P-1. Should the Contractor's annual compensation become subject to a reduction in excess of 25 percent of the annual amount calculated in accordance with Form P-1 and the Standard Staffing Level (Exhibit 4), pursuant to this section, the Director and the Contractor agree to negotiate a reasonable adjustment to the Contractor's hourly rates. Should the Director and the Contractor fail to agree on a reasonable adjustment within 60 days from the date of the Director's notice, the County may terminate the Contract in accordance with the procedure set forth in Section 2.44.

1.4.6 Contractor to Notify County when it has Received 75% of Total Contract Amount

The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Department.

1.4.7 No Payment for Services Provided Following Expiration/Termination of Contract

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this

Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment to County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

1.5 INVOICES AND PAYMENTS

1.5.1 Contractor's Invoice Procedures

The Contractor shall submit one full copy of an invoice to the Department by the 10th day of each month for work performed during the previous calendar month. Invoices shall identify the Contract number and the service performed and other information necessary to calculate the payment for the work (i.e., cumulative hours at employees' hourly rates itemized for each lot).

If the Contractor's pay for a given month is to be adjusted pursuant to Sections 1.4.4 or 1.4.5, a copy of the authorization for the adjustment shall accompany the monthly invoice that includes the adjustment. The Contractor shall include with the invoice the names, dates, hours of work, worksites, work assignments and billing rates of either attendants or supervisors that performed additional Contract services (beyond those set forth in Exhibit 4) and/or shall specify the number of reduced hours and the affected Parking Lot.

Any staff added without the approval of the Department shall **not** be subject to compensation. Any reduction in staff, whether or not approved by the Department, shall result in a corresponding reduction in compensation pursuant to Section 1.4.5 and may also result in a liquidated damages assessment.

The Contractor shall submit, along with its invoices, the Monthly Revenue and Activity Report as specified in Section 11.14 of the Statement of Work. Upon the Department's receipt and the Contract Administrator's review and approval of the monthly invoices and reports, the County shall

pay the net amount currently payable on the invoices less any setoff or deduction authorized by the Contract. Such set-offs and deductions include, but are not limited to, liquidated damages and the cost of replacement services.

1.5.2 Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the Department's Administrative Services Division prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

1.5.3 Prop A – Living Wage Program

No invoice will be approved for payment unless the following is included:

- Payroll Statement of Compliance (Exhibit 19)
- Payroll Reporting Form (LW-7)

1.5.4 Local Small Business Enterprises – Prompt Payment Program

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

1.6 ADMINISTRATION OF CONTRACT – CONTRACTOR

1.6.1 Contractor's Contract Representative

The Contractor's Contract Representative is designated in Form P-17 - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Contract Representative.

The Contractor's Contract Representative shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Contract Administrator on a regular basis.

1.6.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Contract Representative.

1.6.3 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

1.6.4 Background and Security Investigations

Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether or not the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

Disqualification of any member of Contractor's staff pursuant to this Paragraph 1.6.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

1.6.5 Confidentiality

Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies

concerning information technology security and the protection of confidential records and information.

Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 1.6.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 1.6.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
SAMPLE CONTRACT
PARKING LOT MANAGEMENT SERVICES**

PART TWO – STANDARD CONTRACT TERMS AND CONDITIONS

2.0 STANDARD TERMS AND CONDITIONS

2.1 AMENDMENTS

- 2.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by Director of the Department or his/her authorized designee.
- 2.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director of the Department or his/her authorized designee.
- 2.1.3 The Director of the Department or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 1.3, Contract Term. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director of the Department.

2.2 ASSIGNMENT AND DELEGATION

- 2.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or

delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

2.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

2.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

2.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

2.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

2.5 COMPLIANCE WITH APPLICABLE LAW

2.5.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

2.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 2.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding

sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

2.6 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with *Form P-8 – Contractor's EEO Certification*.

2.7 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

2.7.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit 10* and incorporated by reference into and made a part of this Contract.

2.7.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program

(Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor

no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

2.8 CONFLICT OF INTEREST

2.8.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2.8.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to,

identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be a material breach of this Contract.

2.9 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

2.10 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

2.11 CONTRACTOR RESPONSIBILITY AND DEBARMENT

2.11.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

2.11.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

2.11.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

2.11.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor

Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a

hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

2.11.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

2.12 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2.13 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

- 2.13.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal

support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2.13.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

2.14 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance with Los Angeles County Code Chapter 2.206.

2.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if

not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

2.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

2.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

2.17 EMPLOYMENT ELIGIBILITY VERIFICATION

2.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

2.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or

both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

2.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Section 2.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

2.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

2.20 FORCE MAJEURE

2.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure

events").

2.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

2.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

2.21 GOVERNING LAW, JURISDICTION AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

2.22 INDEPENDENT CONTRACTOR STATUS

2.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

2.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

2.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

2.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

2.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 2.24 and 2.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The

County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

2.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

Los Angeles County Department of Beaches and Harbors
13837 Fiji Way, Marina del Rey, CA 90292
Attention: Nicolette Taylor, Contracts Analyst

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

2.24.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

2.24.3 Cancellation of Insurance

Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall

specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

2.24.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

2.24.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

2.24.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

2.24.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

2.24.8 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-

Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

2.24.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

2.24.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

2.24.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

2.24.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

2.24.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

2.24.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

2.25 INSURANCE COVERAGE

2.25.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

2.25.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

2.25.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

2.25.4 Garagekeeper's Legal Liability

Coverage with a limit of not less than \$1 million per location.

2.25.5 Crime Coverage

A Fidelity Bond or Crime Insurance policy with limits of not less \$1 million per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by County to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

2.25.6 Performance Security

The Contractor shall provide and maintain performance security. Such security may be provided in one of the following forms and conditioned upon faithful performance and satisfactory completion of services by Contractor:

- **Performance Bond.** A faithful performance bond in an amount equal to \$500,00 and executed by a corporate surety licensed to transact business in the State of California, or,
- **Certificate of Deposit (CD) or Letter of Credit (LOC).** A CD or an irrevocable LOC payable to the County upon demand in an amount not less than \$500,000. Such CD or LOC shall comply with minimum criteria and standards established by the County and shall be maintained throughout the term of the Contract.

In the event the County draws down upon the performance security for any reason, the Contractor shall, within 30 days, replace or replenish the performance security to restore it to the required \$500,000.

2.26 LIQUIDATED DAMAGES

2.26.1 If, in the judgment of the Director, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed

hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.

2.26.2 If the Director, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Director, or his/her designee, deems are correctable by the Contractor over a certain time span, the Director, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director, or his/her designee, may: (a) deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *Attachment B-1, Statement of Work* hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

2.26.3 The action noted in sub-paragraph 2.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

2.26.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 2.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

2.27 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

2.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

2.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2.28.2 The Contractor shall certify to, and comply with, the provisions of *Form P-8, Contractor's EEO Certification*.

2.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion,

transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

2.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

2.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

2.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 2.28 when so requested by the County.

2.28.7 If the County finds that any provisions of this sub-paragraph 2.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

2.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each

such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

2.29 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the Department from acquiring similar, equal or like goods and/or services from other entities or sources.

2.30 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

2.31 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the Contract Administrator any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Contract Administrator is not able to resolve the dispute, the Director or his/her designee shall resolve it.

2.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No.1015.

2.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit 12* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

2.34 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Form P-17, Contractor's Administration*. Notices addressed to the County shall be addressed to the Director, Department of Beaches and Harbors, 13837 Fiji Way, Marina del Rey, California 90292. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

2.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

2.36 PUBLIC RECORDS ACT

2.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Section 2.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well

as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 *et seq.* (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

2.37 PUBLICITY

2.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Contractor Administrator. The County shall not unreasonably withhold written consent.

2.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Section 2.37 shall apply.

2.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

2.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

- 2.38.2** Failure on the part of the Contractor to comply with any of the provisions of this Section 2.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 2.38.3** If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.
- 2.38.4** In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to the County under this Contract is

for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

2.39 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

2.40 SUBCONTRACTING

2.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance written approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

2.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and

- Other pertinent information and/or certifications requested by the County.

2.40.3 The Contractor shall indemnify, defend and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

2.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

2.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

2.40.6 The Department's Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

2.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

2.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

Los Angeles County Department of Beaches and Harbors

Administrative Services Division / Contracts Unit

13837 Fiji Way

Marina del Rey, California 90292

before any Subcontractor employee may perform any work hereunder.

2.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Section 2.13 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Section 2.44 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

2.42 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Section 2.14 "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

2.43 TERMINATION FOR CONVENIENCE

2.43.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2.43.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

2.43.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Section 2.38, Record Retention & Inspection/Audit Settlement.

2.44 TERMINATION FOR DEFAULT

2.44.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of the Department's Director:

- Contractor has materially breached this Contract; or Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2.44.2 In the event that the County terminates this Contract in whole or in part as provided in Section 2.44.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Section.

- 2.44.3** Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Section 2.44.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Section 2.44.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.
- 2.44.4** If, after the County has given notice of termination under the provisions of this Section 2.44, it is determined by the County that the Contractor was not in default under the provisions of this Section 2.44, or that the default was excusable under the provisions of Section 2.44.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 2.43-Termination for Convenience.
- 2.44.5** The rights and remedies of the County provided in this Section 2.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

2.45 TERMINATION FOR IMPROPER CONSIDERATION

2.45.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

2.45.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

2.45.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

2.46 TERMINATION FOR INSOLVENCY

2.46.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or

- The execution by the Contractor of a general assignment for the benefit of creditors.

2.46.2 The rights and remedies of the County provided in this Section 2.46 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

2.47 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

2.48 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

2.49 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

2.50 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Section 2.50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

2.51 WARRANTY AGAINST CONTINGENT FEES

2.51.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

2.51.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
SAMPLE CONTRACT
PARKING LOT MANAGEMENT SERVICES**

PART THREE – UNIQUE TERMS AND CONDITIONS

3.0 UNIQUE TERMS AND CONDITIONS

3.1 COMPLIANCE WITH THE COUNTY’S LIVING WAGE PROGRAM

3.1.1 Living Wage Program

This Contract is subject to the provisions of the County’s ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Exhibit 15 and incorporated by reference into and made a part of this Contract.

3.1.2 Payment of Living Wage Rates

1. Unless the Contractor has demonstrated to the County’s satisfaction either that the Contractor is not an “Employer” as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees’ services provided to the County, including, without limitation, "Travel Time" as defined below at subsection 5 of this Subparagraph 3.1.2 under the Contract:
 - a. Not less than \$11.84 per hour if, in addition to the per-hour wage, the Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
 - b. Not less than \$9.64 per hour if, in addition to the per-hour wage, the Contractor contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The Contractor will be deemed to have contributed \$2.20 per hour towards the

provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, the Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its Employees the higher hourly living wage rate.

2. For purposes of this sub-paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual, who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.
3. If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.
4. If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor

shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

3.1.3 Contractor's Submittal of Certified Monitoring Reports

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The

certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County (LW-7 and LW-8), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

3.1.4 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

3.1.5 County Auditing of Contractor Records

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information

relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

3.1.6 Notifications to Employees

The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where the Contractor's Employees are working. The Contractor shall also distribute County-provided notices to each of its Employees at least once per year. The Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

3.1.7 Enforcement and Remedies

If the Contractor fails to comply with the requirements of this subparagraph, the County shall have the rights and remedies described in this subparagraph in addition to any rights and remedies provided by law or equity.

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
- c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

- 2. Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. Withholding Payment. If the Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
- c. Termination. The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event

of such material breach, the County may, in its sole discretion, terminate the Contract.

3. Debarment. In the event the Contractor breaches a requirement of this sub-paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

3.1.8 Use of Full-Time Employees

The Contractor shall assign and use full-time Employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time Employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. The Contractor shall submit with its proposal a full-time Employee staffing plan. If the Contractor changes its full-time Employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

3.1.9 Contractor Retaliation Prohibited

The Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this sub-paragraph may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

3.1.10 Contractor Standards

During the term of the Contract, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor shall demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

3.1.11 Neutrality in Labor Relations

The Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

3.2 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

3.2.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

3.2.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

3.2.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local small business enterprise

3.2.4 If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should

have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and OAAC of this information prior to responding to a solicitation or accepting a contract award.

3.3 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

- 3.3.1** This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 3.3.2** Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- 3.3.3** Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

3.3.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-Responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

3.4 EMPLOYMENT CONFLICTS

Contractor shall accept no employment which conflicts with its obligations to the County under the Contract and shall disclose any existing potential or actual conflict of interest prior to accepting an assignment. All employment by Contractor on behalf of persons or entities that have an existing interest pertaining to real property within Marina del Rey is prohibited. Such existing interests include, but are not limited to: a leasehold, sublease, concession, permit, contract for the operation or management of real property, pending development proposal or pending lease proposal. Employment by Contractor

on behalf of persons or entities with such interests is prohibited whether the employment is related to Marina del Rey property or not.

The prohibition shall continue in effect until the later of (1) one year from the termination or expiration of this Contract or any extension period; or (2) if the Contractor has performed work for the County related to an interest of the person or entity offering employment, the prohibition on accepting employment from that person or entity shall continue until the date of execution of an agreement or other conclusion of all negotiations between the County and that person or entity.

However, at no time after termination or expiration of the Contract or any extension period may the Contractor disclose to any third person any confidential information learned or developed as a result of its work under this Contract or accept employment regarding subject matter as to which the Contractor learned or developed any confidential information as a result of employment by the County.

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IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused this Contract to be subscribed by the Mayor of said County and attested by the Executive Officer thereof, and the Contractor, by its duly authorized representative, has executed the same, as of the day, month, and year set forth below.

By _____

COUNTY OF LOS ANGELES

By _____
Mayor, County of Los Angeles

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By _____
Principal Deputy County Counsel

ATTACHMENT B

STATEMENT OF WORK

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
STATEMENT OF WORK FOR
PARKING LOT MANAGEMENT SERVICES**

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**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
STATEMENT OF WORK FOR
PARKING LOT MANAGEMENT SERVICES**

1.0 GENERAL REQUIREMENTS

1.1 Scope of Work

The selected Proposer shall be capable of providing the services as listed in this Statement of Work (SOW).

1.2 Contractor's Work Plan

Subject to all other terms and conditions of the Contract, Contractor shall perform the work and maintain quality control in accordance with the Work Plan and other representations submitted with the Contractor's Proposal.

1.3 Contractor's Expenses

The Contractor shall at its own expense provide all labor, material, supplies, licenses, registrations, data systems, transportation, meals, lodging, services and expenses required for the work.

1.4 No Vehicle Access on Bike Paths

Motor vehicles used in the performance of the Contract work shall not be driven on bike paths.

1.5 Meeting with Contract Administrator

The Contractor's Representative designated pursuant to Section 5.2 shall meet weekly with the County's Contract Administrator appointed pursuant to Section 5.1 to resolve common issues and plan staffing. The Contractor's Representative shall recommend areas for reducing staffing, automating or increasing staffing where necessary to control expenses, increase revenue or provide more efficient public service.

2.0 ADDITION/DELETION/MODIFICATION OF PARKING LOTS, STAFFING, SPECIFIC TASKS AND/OR WORK HOURS

2.1 The Department reserves the right to add/delete/modify parking lots as identified in Exhibit 2; to adjust staffing schedules and/or operating hours as identified in Exhibit 2 in accordance with the County's needs. Such events shall not be deemed breaches of this Contract or any of the covenants of this Contract and (except as provided in Sample Contract, Section 1.4.5 with respect to staff hour reductions exceeding 25 percent) shall not relieve the Contractor of its duty as to the remaining facilities and services.

2.2 The Contractor shall be given reasonable written notice by the Contract Administrator that a Parking Lot facility is to be added or deleted or that the scope of services are being modified and of the effective date of such changes. In the event of such addition/deletion of Parking Lots or other material modifications of the required hourly services, the Contractor's compensation shall be adjusted in accordance with Sections 1.4.4 and 1.4.5 of the Contract.

2.3 Temporary Closures and Repairs

The Contractor acknowledges and agrees that the County may find it necessary to repair Parking Lots, fixtures and equipment; install replacement equipment; install and operate non-standard equipment for the purpose of evaluation. The Contractor further acknowledges and agrees that such activities may cause the County to close Parking Lots, reschedule operating hours, alter the Contractor's service area or scope of work and otherwise increase staffing or reduce staffing with a resulting increase or decrease of compensation to the Contractor pursuant to Sections 1.4.4 and 1.4.5 of the Sample Contract. The Contractor agrees to cooperate with such activities and to provide staff for such activities when requested by the County. The Contractor agrees that such activities are within the County's rights under this Contract and do not constitute a breach of contract or default, and that the Contractor's sole remedy for any loss, reduced compensation, expense, disruption, inconvenience or interference from such activities is that specified in Sections 1.4.4 and 1.4.5 of the Sample Contract.

2.4 Special Events

The Contractor shall provide services for special events and programs on any day of the week any time of day when requested by the Director at least 24 hours prior to each such event. If possible, the Contractor shall cover such events by rescheduling employees to avoid incurring additional labor costs.

- 2.5** All changes must be made in accordance with Attachment A, Sample Contract, sub-paragraph 2.1, Amendments.

3.0 CONTRACTOR'S QUALITY CONTROL PLAN

3.1 Purpose of Standards

The Contractor will observe, at a minimum, the standards set forth in this Section 3.0, and acknowledges that the adequacy of its compliance with the Contract shall be measured by these standards as well as all other terms and conditions of the Contract.

3.2 Contractor's Quality Control Plan

The Contractor shall comply with Contractor's quality control plan set forth in Form P-7, which shall be incorporated into the Contract by reference. To the extent that provisions of Contractor's quality control plan are inconsistent with any other part of the Contract, they shall be ineffective. The Contractor shall not change the quality control plan without written approval of the Director or his designee. The Contractor shall maintain the Quality Control Plan by making modifications as approved or directed by the Director or his designee. Updated copies must be provided to the Director as changes occur. The plan shall include, but is not limited to, the following:

- i An inspection system that covers all services listed in the Statement of Work, Attachment B1, Performance Requirements Summary. Activities that will be inspected must be specified; if they will be inspected on a scheduled or unscheduled basis; how often inspections will occur; and the title of the individual(s) who will perform the inspection(s);

- i Maintenance of a file for all inspections conducted by the Contractor and corrective action taken, if necessary. Inspection documents shall be made available to the Contract Administrator during the Contract term;
- i The method(s) for identifying and preventing deficiencies in the quality of services performed;
- i Methods of continuing to ensure services to the County in the event of a strike by the Contractor's employees;
- i An internal monitoring system of collections made by Contractor's employees; and,
- i The Contractor shall perform at least one surprise cash count each quarter of the Contract Year for each Parking Lot. The Contractor shall provide the County with copies of the reconciliations. Upon the request of the County, Contractor shall allow the Contractor Administrator or other County representative to attend any surprise cash count.

3.3 Inspections

The Contractor's Representative or a supervisor shall make daily inspections of the Parking Lots and equipment and correct or report cleaning and maintenance problems as needed. If short term meters require collections from full capacity, they need to be collected within two hours of inspection. County staff shall have access to the Parking Lots and kiosks for the purpose of inspection at any time.

3.4 Audits and Cash Counts

The Contractor acknowledges and agrees that the County has the right at any time without notice to enter any area under the Contractor's control on County property for the purpose of inspecting, auditing and performing cash counts. The Contractor and its staff shall cooperate in all such activities.

3.5 Safety and Accident Prevention

While performing any work under the Contract, the Contractor shall maintain and operate the Parking Lots in a safe and secure manner. Any violation of County safety rules and regulations, if not promptly corrected, shall be grounds for termination of the Contract.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in Attachment A, Sample Contract, subparagraph 2.15, County's Quality Assurance Plan.

4.1 General Requirements

The following requirements shall be observed:

- i Contractor shall meet deadlines set by the Contract Administrator;
- i Contractor shall strictly comply with the financial control requirements of the Contract;
- i Contractor shall timely complete reports required by the Contract;
- i Contractor's employees shall arrive on time for meetings and conduct themselves professionally;
- i Contractor's employees shall strictly adhere to staffing schedules;
- i Contractor shall accurately report hourly services; and
- i Contractor shall promptly return calls of County agents, employees and contractors in accordance with Section 5.7.3.

4.2 Contract Discrepancy Report (Attachment B1)

Verbal notification of a Contract discrepancy will be made to the Contract Representative as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The Contract Administrator will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the Contract Administrator within three workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the Contract Administrator within five workdays.

- 4.3** The Contract Administrator may issue a Contract Discrepancy Report to the Contractor in any incident of failure to comply with the performance standards or other unacceptable performance. In the case of continuing deficiencies, the

Contract Administrator may issue a separate Contract Discrepancy Report each day the deficiency continues.

- 4.4** The Director may excuse the incident, assess and collect liquidated damages in the manner and amounts described in the Statement of Work, Attachment B1, Performance Requirements Summary or proceed with Contract termination as provided in Attachment A, Sample Contract, subparagraph 2.44, Termination for Default.

4.5 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

5.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

5.1 County Contract Administrator

- 5.1.1** The Department shall appoint a Contract Administrator (CA) who shall have the authority to act for the County in the administration of the Contract except where action of the Director or another official is expressly required by the Contract.
- 5.1.2** The CA will be responsible for ensuring that the objectives of the Contract are met and shall direct the Contractor as to the County's policy, information and procedural requirements.
- 5.1.3** The Contractor's work shall be subject to the CA's acceptance and approval, which shall not be unreasonably withheld.
- 5.1.4** The CA is not authorized to make any changes in the terms and conditions of the Contract or to obligate the County in any manner.

CONTRACTOR

5.2 Contractor's Representative

5.2.1 The Contractor shall designate a full-time employee as the Contractor's Representative (CR) who shall be responsible for Contractor's day- to-day activities and shall be available to County Staff on reasonable telephone notice 24 hours a day. The Contractor may designate himself or herself as the CR. Work hours are to be 8:00 a.m. – 5:00 p.m., unless otherwise agreed to in advance. Any request to deviate from the work schedule must be submitted in writing at least two weeks in advance of any change.

5.2.2 The CR shall have full authority to act for the Contractor on all matters relating to the day-to-day operations of the Contract work. The CR shall be able to effectively communicate in English orally and in writing. The CR shall make inspections, answer questions, resolve problems, respond to emergencies, keep logs and approve reports. The CR shall cooperate with the CA appointed pursuant to Section 5.1 in scheduling and attending weekly meetings and periodic performance evaluation meetings.

5.3 Contractor's Staff

5.3.1 Personnel employed by the Contractor and assigned to perform Contract work shall undergo and pass a background investigation to the satisfaction of the County, in accordance with Section 1.6.4 of the Sample Contract.

5.3.2 The Contractor shall provide a sufficient number of employees to perform the required work in accordance with the Contract and shall provide not less than the numbers and types of employees specified in the Standard Staffing Level set forth in Exhibit 4 as they may be adjusted by the Director pursuant to Sections 1.4.4 and 1.4.5 of the Sample Contract.

5.3.3 Contractor's employees shall be courteous to the public at all times, shall conduct themselves in a businesslike manner and shall not use profane or abusive language.

- 5.3.4** At its own expense, Contractor shall ascertain that persons performing Contract services are of sound physical and emotional condition necessary to perform required duties.
- 5.3.5** Personnel employed by the Contractor and assigned to perform Contract work shall be at their assigned worksite(s) during the hours of operation as stated in Exhibit 2. In the event of an employee's illness or other emergency necessitating their absence, the Contractor shall provide replacement personnel to maintain required staffing schedule.
- 5.3.6** Contractor's employees are subject to County's "Professional Appearance in the Workplace" Policy (Exhibit 20) when working in County facilities.
- 5.3.7** Contractor's employees shall not bring visitors into the workplace.
- 5.3.8** Contractor's employees shall not bring any form of weapon or contraband to County facilities.
- 5.3.9** Contractor's employees shall not bring any alcohol or drugs or be under the influence of alcohol or drugs when in or on County facilities.
- 5.3.10** Contractor's employees may be subject to authorized search by the Contractor, the CA and law enforcement.
- 5.3.11** Contractor's employees shall conduct themselves in a reasonable manner at all times; shall not cause disturbance in any County facility; and otherwise are subject to all rules and regulations of the Department while in the workplace.
- 5.3.12** No personnel employed by the Contractor and assigned to any County facility shall have a conviction of a serious non-traffic misdemeanor, theft or felonies.
- 5.3.13** All personnel assigned by the Contractor to perform "Contract" work shall at all times be employees of the Contractor and the Contractor shall have the sole right to hire, suspend, discipline, or discharge employees. However, at the request of the County, the Contractor shall immediately exclude any member of the Contractor's staff from working on this Contract at specified Parking Lots or other Departmental facilities. The

County reserves the right to bar any of the Contractor's staff from performing work on this Contract.

5.3.14 At County's request, Contractor shall immediately remove any employee who is performing the Contract work in an unsatisfactory manner. The County shall not be required to state the reason or otherwise justify its demand. The Contractor shall provide an acceptable replacement within three hours.

5.3.15 Contractor shall ensure that in operating the Parking Lots its employees exercise reasonable care to prevent injury to persons and property.

5.3.16 The Contractor has represented to the County that the services to be provided pursuant to Form P-1 will be performed by full-time employees to the extent set forth in Form P-1. In accordance with Section 3.1.8 of the Sample Contract, the Contractor may request authorization to use part-time employees to the extent and for the purposes set forth in Form P-1.

5.3.17 The Contractor shall provide the County with a current list of employees, including but not limited to management, and shall keep this list updated during the Contract term.

5.4 Supervisors

5.4.1 The Contractor shall provide parking supervisors who shall make inspections, ensure staffing hours are adhered to, answer questions, resolve problems, respond to emergencies, verify cash counts, approve reports and ensure that the parking attendants follow procedures required by the Contract.

5.4.2 Supervisors shall be able to effectively communicate in English orally and in writing.

5.4.3 Supervisors shall be assigned to the geographical areas specified in Exhibit 2 at the specified times and days. Not less than one such supervisor shall be on duty in each geographical area during the operating hours of any and all of the Parking Lots.

5.5 Parking Attendants

5.5.1 The Contractor's parking attendants shall be fully capable of communicating in English with County employees and the public so as to be understood and to provide information regarding facilities.

5.5.2 The Contractor's staff shall ensure enforcement of the following duties:

- y Maintain a log at each parking lot of all "free entries" including Department employees, emergency services vehicles, agencies, contractors etc.
- y Maintain a log of all convertible and motorcycle vehicles entries including license plate number, time and date of entry;
- y Report misused disabled placards, abusive, non-paying or other problematic patrons to supervisor who in turn will report to CA;
- y Screen incoming vehicles for proper parking permits, if appropriate;
- y Ensure a smooth flow of incoming and exiting traffic, to prevent build-up of traffic on entrance/exit lanes;
- y Provide directions to alternate Parking Lots when a Parking Lot is full;
- y Place "Lot Full" signs in a highly visible area;
- y Ensure reserved parking spaces are used appropriately and all parking is contained within designated parking spaces;
- y Verbally inform patrons their parking receipt must be visible and displayed face up on driver's side dashboard. Report instances of non-compliance to their supervisor
- y Return all voided parking tickets to the parking supervisors at the end of each shift;
- y Daily, record the total number of tickets issued by the payment amount, the beginning and ending numbers on the car counter and the starting receipt number and closing receipt number;
- y Ensure visibility to patrons during operational hours; and
- y Maintain a courteous, pleasant attitude with parking patrons.

5.6 Cashiers and Bookkeepers

The Contractor shall furnish sufficiently skilled cashiers and bookkeepers to reconcile the daily parking fee collections with the daily records.

5.7 Contractor's Office

5.7.1 The Contractor shall maintain an office within Los Angeles County at which its principal officers or owners may be contacted personally by email, mail or telephone.

5.7.2 The Contractor shall maintain a field office in Marina del Rey, provided by the County, to house Contractor's staff that performs administrative functions, including but not limited to, cash counting, selling annual parking passes and responding to filming inquiries and complaints that may be received about parking operations. The office shall be staffed during regular business hours, 8:00 a.m. to 5:00 p.m., seven days a week, by at least one employee. The Contractor shall maintain communication systems that will enable the Department to contact the Contractor at all times during regular business hours.

5.7.3 The Contractor shall provide an answering service and voicemail to receive calls at any time both of the Contractor's offices are closed. The Contractor shall monitor calls received on a daily basis when the Contractor's office is closed and shall return calls during business hours not later than the next business day and as soon as reasonably possible if the call is designated urgent. The Contractor shall respond to calls received by the answering service within one half-hour hour of receipt of the call. In addition, the Contractor shall provide a 24-hour telephone number for immediate response to emergencies.

5.8 Changes of Key Personnel

The Contractor shall obtain the approval of the County before replacing the CR. Such approval shall not be unreasonably held.

5.9 Contractor to Notify Employees of Rights under Living Wage Ordinance.

The Contractor shall provide annual notification of the Living Wage Ordinance requirements in English as well as in Spanish or any other language spoken by

a significant number of employees. The required notice shall be given by way of:

- i A handout to each employee (Exhibit 17); and
- i A notice posted in a conspicuous place in the work area (Exhibit 18).

6.0 PARKING LOT OPERATIONS

6.1 Parking Lots

The Contractor shall operate the Parking Lots at the locations and during the times listed in the Schedule of Parking Lots (Exhibit 2). The schedule may be subject to change by the County over the Contract term as provided in this Contract.

6.2 Work Schedule

6.2.1 The Contractor shall establish and maintain a work schedule for performance of the Contract work by its employees during each month that specifies the number of employees, their names and their shift hours. The schedule shall be in accordance with the shift hours specified in Exhibit 4 as those hours may be modified at the direction of the CA and the schedule shall be submitted to the CA for approval not later than one week before the date the Contractor commences work, one week before the first of each month during the Contract term and as the schedule may change from time to time. Failure on the part of the Contractor to establish and maintain the work schedule shall constitute a material breach of the Contract for which the Director may terminate the Contract pursuant to Section 2.44 of the Sample Contract.

6.2.2 County's Contract Administrator shall have the authority to modify work schedules in response to County's needs. Contractor shall comply with CA's request within a 24 hour period.

6.2.3 All staffing not listed in Exhibit 4 shall be pre-approved in writing by the County's Contract Administrator. Documentation of the written approval shall be included with Contractor's monthly invoice.

6.3 Issuance of Notices and Procedures

The Contractor shall issue appropriate operating notices and procedures consistent with Contract requirements and subject to approval by the CA.

6.4 Film Permits

6.4.1 The Contractor shall reserve all film company parking authorized by the County. The Contractor shall monitor all activities of film companies and shall be present at the lot at the beginning and ending of permit times. The Contractor shall provide a summary of the film company parking procedures in Form P-6, Work Plan.

6.4.2 Contractor shall immediately report to County any film company not in compliance with parking directions, blocking of disabled parking spaces, parking meters or pay stations.

6.5 Locking/Unlocking Gates

When lots are staffed by a parking lot attendant, the Contractor shall ensure all Parking Lot gates, and/or chains are open and/or closed/locked in accordance with the hours as identified in Exhibit 2.

6.6 Enforcement of Parking Ordinance in Marina del Rey

The Contractor shall assist the Department in enforcing the County Harbor and Maritime Ordinance (County Code Chapter 19.12.010) by notifying the CA of any violation in the Marina del Rey Parking Lots of Los Angeles County Code section 19.12.1330 (vehicle or trailer parked over 48 hours in public parking areas must register with the Department; vehicles used for human habitation prohibited from parking between 2:00 a.m. and 6:00 a.m. in public parking areas unless registered with the Department).

6.7 Requests to Void Parking Citations

Should a parking citation be issued to a Contractor's employee due to Contractor's or Contractor employee's negligence, as determined by the Contract Administrator, an administrative fee of five dollars must be paid by the Contractor if voiding of the citation is requested and approved and after the Contractor completes the appeals process.

7.0 ACCOUNTING AND CASH CONTROL PROCEDURES

The Contractor shall establish and maintain procedures for the accounting and control of cash and negotiable instruments from the time of collection by the Contractor to the time of delivery to the County provided armored transit service. All such accounting and cash control procedures shall be submitted by the Contractor to the Director for approval before the date of commencing the Contract work and on or before each annual anniversary date of the Contract and any extension periods. Failure on the part of the Contractor to establish and maintain accounting and cash control procedures shall constitute a material breach of Contract for which the Director may terminate the Contract in accordance with Section 2.44 of the Sample Contract.

7.1 Fee Schedule

The Contractor shall daily collect parking fee payments at all Parking Lots, as noted on Exhibit 2. The Contractor shall collect County-approved parking fees in accordance with the Department's fee schedule provided by the CA from each individual or group who occupies a parking space or spaces, other than individuals and groups entitled to waiver of fees as listed in Exhibit 3. The Contractor shall observe such modifications to the fee schedule and fee waivers as may be made by the Director and the Board of Supervisors in their sole discretion over the Contract term.

7.2 Monthly Parking Fees

The Contractor shall bill and collect monthly parking fees as needed in advance and shall issue receipts for and keep records of such collections.

7.3 Parking Occupancy Tax Collection

The Contractor shall, along with the parking fee payments, collect all parking occupancy taxes that may be imposed by any municipality or other governmental entity and shall remit them to the County for payment to the taxing entity.

7.4 Method of Payment

Unless the County authorizes another payment method in writing, all parking fees shall be collected in cash. However, monthly fees and film company fees

may be paid by personal check, credit card or travelers check. The Contractor shall accept credit cards when directed by the County in writing to do so.

7.5 Meters and Other Collection Devices

The Contractor shall empty parking meters and automated pay machines not less than three times weekly on Monday, Wednesday and Friday of each week before 10:00 a.m. Devices in each Parking Lot shall be emptied daily if collections for that Parking Lot exceed \$500 per day. If available, the Contractor shall, as appropriate, record, collect and maintain any tape or other transaction record maintained by the collection device. Printouts from the pay machines shall be attached to the collection report and forwarded to the Department by the Contractor in accordance with Section 11.10.

7.6 Collection Procedures

7.6.1 Contractor shall only use County provided collection equipment. Contractor shall report to CA immediately if equipment becomes defective.

7.6.2 If needed, Contractor will assist with downloading credit card information from automated pay machines.

7.6.3 The Contractor shall designate an employee, at a supervisory level and who has successfully passed a thorough background investigation to the satisfaction of the County, who shall be responsible for the daily pickup and return of the Department's credit card data downloading device. The credit card data downloading device shall be in the presence of the designated employee at all times and shall be carried in the County provided shoulder strap carrying bag.

7.6.4 The credit card data downloading device shall be logged in and out daily and should not be picked-up before 8:00 a.m. daily and must be returned no later than 5:00 p.m. daily.

7.6.5 If the device is lost, County shall charge the Contractor \$500, plus the cost of a new device.

7.7 Deposit of Collections

The Contractor shall deposit all parking fee payments to the credit of the Department in an account established by the Director in a financial institution within Los Angeles County. The Contractor shall prepare the deposits for the armored service and a duplicate copy of the deposit receipt showing the amount collected to the Department's financial office located at 13575 Mindanao Way, Marina del Rey, CA 90292, or such other location as the Director may specify in writing.

7.8 Fraud Losses

The Contractor shall be responsible for any losses resulting from the deposit of counterfeit bills and checks that are not negotiable because of insufficient funds or other reasons, such as theft.

7.9 Use of Banking Bags

The Contractor shall provide a safe and reliable method for deposit of currency collected prior to delivery to the County provided armored transit service.

7.10 Use of Parking Tickets

The Contractor shall use pre-numbered, sequential, one-part parking receipts generated by parking receipt issuance devices provided by the Contractor. In the event the parking receipt device is not available, the Contractor shall use manual parking receipts, with immediate notification to County prior to doing so. The Department may direct that the Contractor's phone number, website address and other contact information are to be printed on the receipts. The receipts shall be used by the parking attendants in accordance with the approved accounting and cash control procedures in this Section 7.0.

7.11 Electronic Car Counters

The Contractor shall use electronic car counters at the direction of the Contract Administrator. Contractor shall record car count information on daily reports as required in Section 11.0.

7.12 Use of Cash Canisters

Where available, the Contractor shall use cash canisters that can be locked and unlocked only by the parking supervisors and receptacles that lock the canisters into place in those Parking Lots where cash is collected by parking attendants.

The Parking Lot attendants shall return cash canisters to the persons responsible for reconciling the fee collections with the daily records. Any person collecting the canister shall not have a key to access the canister.

7.13 Secure Counting Area

The Contractor shall only use the County provided office to count cash and reconcile revenue with car counts and tickets issued.

7.14 Use of Accountant-Recommended Procedures

The Contractor shall use procedures recommended by the certified public accountant pursuant to Section 11.15 as directed in writing by the Director.

7.15 Control of Change Funds, Keys and Canisters

The Contractor shall control and record the issuance of change funds, keys and canisters by parking supervisors to the parking attendants. The Contractor's parking attendants shall return change funds, keys and logs to parking supervisors at the end of each shift.

8.0 EQUIPMENT FURNISHED BY CONTRACTOR

8.1 Contractor's Obligation

The Contractor shall, at its expense, furnish all materials and supplies that are required for the performance of the Contract work. Notwithstanding this section, the County may at its expense furnish, install and require the Contractor to use any materials, equipment, fixtures and supplies the County deems necessary for the performance of the work.

8.2 Contractor's Duty to Repair and Maintain

Notwithstanding Section 9.2, the Contractor shall, at its expense, to the satisfaction of the County, be responsible for replacing broken gate arms, cleaning the exterior of equipment, signage and minor graffiti and reporting all other maintenance problems to the Department.

The Contractor shall repair and replace to the County's satisfaction any equipment or structure that is damaged by the Contractor's employees or, in the Director's sole discretion, shall reimburse the County's reasonable cost of performing such repair.

The Contractor shall keep in good repair and maintain whatever equipment it installs and/or provide, including keeping all equipment doors locked at all times.

8.3 Automated Parking Receipt Issuance Devices

The Contractor shall be responsible for providing and maintaining automated parking receipt issuance devices for the Department. The specifications for the automated parking receipt issuance devices shall include but are not limited to the following:

- i Ability to process encrypted wireless credit card transaction within eight seconds;
- i Ability to process wireless credit card transactions at all beach and Marina lot locations (WiFi, Cellular, or Bluetooth communication capabilities, hard wire plug in);
- i Credit card transactions shall adhere to Payment Card Industry (PCI) Compliance;
- i Minimum Windows Mobile 6.5 Operating System;
- i Lightweight with minimum of 3.5 inch color high definition display;
- i Separate printer device with Bluetooth connectivity;
- i Battery life of at least eight hours;
- i Integrated clock;
- i Visible daylight/night display;
- i Battery charging stations;
- i Ability to provide on-line cashier shift reporting, credit and cash reports, username and passwords for each operator;
- i Transaction processing and occupancy counts, daily statistical activity reports showing time of transaction categorized by rate, (i.e., film, beach clean-up, special events, etc.);
- i On the spot auditing capabilities;
- i Ability for on-site and remote reprogramming rates, receipt wording, or time changes;

- i Receipt/Transaction number verification to match receipts issued versus equipment transactions;
- i Time stamp each receipt;
- i Online software upgrades and ability to download back end reports for auditing purposes;
- i Magnetic Stripe detector/scanner for credit card use;
- i Web based back-end event management system;
- i Ability to configure VIP lists and reservations via the back-end event management system and communicate them to each handheld; and
- i Ability to configure various parking rate structures.

8.4 Maintenance and Security of Parking Lots

Contractor shall ensure the safe, clean and sanitary condition of the Parking Lots during operating hours. Services to be performed include, but are not limited to, the following:

- Inform the CA orally within 12 hours, and in writing within 24 hours, upon discovering that facility equipment belonging to County is in need of repair, including that which is listed in Exhibit 5;
- Post instructions for vehicles exiting after hours;
- Notify the CA immediately when there is a water leak or a faulty sprinkler system;
- Provide and maintain adequate access in accordance with applicable federal, state and local law to people with disabilities;
- Ensure that no signs or advertising matter of any kind are displayed on County property unless first approved in writing by the CA. If seen, report to CA immediately;
- Provide temporary signage (not handwritten) for immediate needs;
- Furnish and utilize "Lot Full" signs when needed;
- Furnish and install warning signs, as needed;
- Notify CA to remove major graffiti on property upon its discovery;
- Immediately inform CA of hazardous conditions observed in Parking Lots;
- Furnish and install traffic cones, barricades and arrows as needed;

- Notify the CA of damage to painted surfaces, including pillars and walls, from tire marks, smudges, etc.; and
- Report witness of any damage to equipment by parking patrons, including license plate number.

8.5 Report Parking Meter Malfunctions

The Contractor shall immediately report to the CA any parking meters or automated pay machine that needs to be repaired or replaced, upon notice of any problems.

8.6 Installation of Devices – CA Approval of Contractor Provided Items

The Contractor may install and use entry control devices, exit spikes, warning lights and cash collection devices. These and all materials, labor, fixtures and equipment furnished by the Contractor shall be subject to the approval of the CA.

8.7 CA Approval for Modifications

The Contractor shall not make any alterations to the existing equipment structures, fixtures or Parking Lots except with the written permission of the CA.

8.8 Contractor to Furnish Safety Equipment

At its own cost, the Contractor shall furnish and maintain in each Parking Lot a fire extinguisher, flares, flashlight, flashlight batteries and first-aid kit approved by the CA. Used fire extinguishers shall be refilled and missing fire extinguishers replaced. Fire extinguishers shall be serviced annually before the expiration date by persons licensed by the California Fire Marshal.

8.9 Storage of Equipment

Contractor shall not use County provided Kiosk for storage of Contractor's equipment. All supplies remaining in Kiosk are left at Contractor's risk and must be re-supplied if stolen or damaged.

8.10 Security of Equipment

The Contractor is responsible and must provide for the security of all supplies and equipment used in the course of the Contract at all areas under the Contractor's control. The Contractor shall replace all stolen or lost County property with like kind and quality.

8.11 Removal or Return of Signs, Materials, Devices – Reimbursement

Within 10 days after the date of expiration or termination of the Contract, the Contractor shall, at its own expense, remove all signs, materials and devices it has furnished unless notified by the Director in writing that they are to be left in place. The removal of such items shall be accomplished in such a manner as to minimize any disruption of parking services and Contractor shall be responsible for restoring the facility to its original condition. The Contractor shall be reimbursed by the County for any signs, materials and devices furnished by the Contractor that the Director elects to retain. The amount of such reimbursement shall be equal to the Contractor's cost, as evidenced by the original invoice, less accumulated depreciation computed over the Contract term. Upon expiration or termination of this Contract, without additional compensation, the Contractor shall return all County furnished equipment in an operable state and otherwise in the same condition as when provided to the Contractor, less reasonable wear and tear as determined by the County.

8.12 Uniforms

The Contractor shall, at its own expense, furnish a uniform to each employee who is assigned to perform parking services. The uniform shall be subject to the approval of the CA and shall be worn at all times during the course of the employee's performance of the Contract work and shall be cleaned and replaced in accordance with a schedule approved by the CA.

8.13 Identification Badge

The Contractor shall furnish a visible photo identification badge to each employee who is assigned to perform the Contract work. The badge shall be subject to the approval of the CA and shall be worn at all times the employee is on duty.

8.14 Signs

The Contractor shall furnish permanent signs for the Parking Lots, other than short term metered parking areas, informing the public of the amount of the parking fee and the name and telephone number of the Contractor. The signs shall be subject to applicable design and construction standards and the

approval of the CA. One shall be posted at the entrance of each Parking Lot and at other locations necessary to the efficient operation of the Parking Lots and shall be kept clean and free of graffiti and rust.

8.15 Telephones

The Contractor shall, at its own expense, install and maintain telephones or provide wireless communications at all Parking Lots to communicate with the parking attendants and shall provide its staff with a list of telephone numbers for emergency services, supervisors and Departmental contacts. The Contract shall allow the CA reasonable use of the telephone equipment in the course of the CA's duties.

9.0 FACILITY MAINTENANCE AND EQUIPMENT FURNISHED BY COUNTY

9.1 Office Space

As specified in Section 5.7.2, the County shall provide an office space to the Contractor, to house Contractor's staff. Subject to final agreement between the Contractor and County, Contractor shall obtain from the Department a Right of Entry Permit (Permit) and adhere to the terms and conditions set forth in the Permit.

9.2 Utilities

The County shall provide and pay for all natural gas, electricity and water consumed in the operation of the Parking Lots. The County shall not be liable to the Contractor for damage or losses that occur by reason of defect or impairment of any utility system, water system, air conditioning apparatus or electrical wires that serve the Parking Lots. The Contractor shall be liable to the County for material waste of utilities caused by the negligent or intentional acts of its employees. The use of microwaves, toaster ovens, televisions, heaters, etc. by Contractor in County provided facilities are prohibited.

9.3 County's Duty to Repair and Maintain

Except as provided in Section 8.2, the County shall be responsible for structural maintenance for the Parking Lots and for maintenance, repair and replacement of all equipment, fixtures and improvements on the Parking Lots.

The County shall at its expense maintain, repair and replace parking meters, pavement, bumper stops, striping, lighting fixtures, retaining walls and drainage systems within the Parking Lots; shall remove trash and debris from refuse containers; and shall provide for regular sweeping of the Parking Lots. The Contractor shall notify the County orally within eight hours, and in writing within 12 hours, following its discovery or observance of any conditions which indicate that repair work or maintenance is required.

10.0 ACCEPTANCE AND MODIFICATION OF FACILITIES AND SERVICE AREA

10.1 Contractor's Acceptance of Facilities

The Contractor acknowledges personal inspection and evaluation of the Parking Lots, improvements and fixtures and the extent to which their physical condition will affect its performance of the Contract work. The Contractor accepts the Parking Lots and related facilities in their present physical condition, and agrees to make no demands upon the County for any changes to be made before or after commencement of the Contract term.

10.2 Modification of Parking Lots by Contractor

The Contractor may modify the Parking Lots at its own cost, upon written approval by the Director or authorized designee, of the construction plans, specifications, costs, and scheduling for the changes to be made.

Modifications by the Contractor not approved in writing by the Director or authorized designee, shall upon notice by the Director or authorized designee, be immediately restored by the Contractor at the Contractor's cost to original condition as determined by the Director or authorized designee. If the Contractor fails to restore the facility within a reasonable time period specified by the Department, the County may restore the facility and the Contractor shall be liable for the County's costs, including lost revenue resulting from the unauthorized modification and/or loss of use during the restoration, if any. In any proceeding for such lost revenue, it shall be presumed that the amount of revenue that would have been produced but for the Contractor's unauthorized modification and subsequent cure period equals that produced during the same

months and days in the County fiscal year that yielded the most revenue of the three County fiscal years preceding the date of cure, plus an increase in accordance with the Consumer Price Index.

10.3 Modification of Parking Lots by County

Notwithstanding any other provision of the Contract, the Department, in the sole discretion of the Director, may at its own cost modify the size, configuration or capacity of a Parking Lot at any time upon 30 days' written notice to the Contractor identifying the nature of the modification. To the extent such modification results in necessary revisions to staffing levels, the Contractor's compensation shall be adjusted in accordance with Sections 1.4.4 and 1.4.5 of the Sample Contract.

11.0 REPORTS AND LOGS

11.1 Records to be Available to County Staff

Contractor's records, reports and logs pertaining to the Contract, whether or not submitted to the Department, shall be available for inspection and copying by the CA and other County staff in accordance with the Sample Contract, Section 2.38, Record Retention and Inspection/Audit Settlement.

11.2 Deposit Slips

The Contractor shall maintain deposit records and submit deposit slips daily to the Department's financial office. The financial office is located at: 13575 Mindanao Way, Marina del Rey, CA 90292.

11.3 Parking Ticket Records

The Contractor shall retain all ticketing machine reports or any unsold manual tickets until audited by the CA or as provided in Sample Contract, Section 2.38.

11.4 Daily Parking Lot Log

The Contractor's parking attendants at each Parking Lot shall daily record the name of the parking attendant who opens and closes the Parking Lot, the number of cash canisters used during the day and their control numbers, the opening and closing parking ticket numbers, the opening and closing car counter numbers, the time of opening and closing, the time of a change in

shifts, the name of each parking attendant and any notice provided the CA regarding maintenance requirements and hazardous conditions. The Daily Parking Lot Log shall be retained by the Contractor as a reference for the CA, the County's auditors, the Contractor's certified public accountant and other investigators that the parties may employ.

11.5 Incident Reports

In addition to the matters required to be reported under Sample Contract, Section 2.24.1, the Contractor's supervisory staff shall submit to the CA a written report of any theft, property damage, bodily injury, assault, firearms violation, vandalism or other trouble that involves or takes place in a Parking Lot managed by the Contractor under this Contract within 12 hours of the occurrence. In the event of an incident involving risk of bodily injury or property damage over \$250, the Contractor shall immediately notify the CA by telephone in addition to submitting an incident report. The report shall state, in appropriate detail, the nature, date and time of the incident, license plate number, if available, including police report in any, and the individuals and police agency involved. Contractor staff observing the incident shall report and verify the information and the employee's supervisor shall approve the report. The Contractor shall retain a copy of these reports during the term of the Contract.

11.6 Complaint Log

The Contractor shall establish and maintain a log of all complaints received directly from the public or forwarded to the Contractor by the CA about the Parking Lots, including by way of example without limitation, complaints about employee appearance, attitude and work, Parking Lot cleanliness and maintenance, equipment operation and parking fees. The log shall contain the date of receipt of the complaint, nature of the complaint, action taken or the reason for inaction and the date of the correction. A copy of the complaint and its resolution shall be submitted to the CA no later than 10 days from the Contractor's receipt of the complaint. A copy of the complaint log for each

month of the Contract shall be submitted to the CA with the other reports to be submitted to the CA at monthly intervals.

11.7 Cash Drop Log

The Contractor's attendants shall make a record each time that cash is deposited (dropped) into a Parking Lot safe or cash canister. The record will be written on the daily report and submitted separately from the cash drop. The record shall include the sequential number of the cash drop, the amount, the cashier's signature and the supervisor's signature verifying the date and time the supervisor picked up the drop. The log shall be retained by the Contractor as a reference for the CA, the County's auditors, the Contractor's certified public accountant and other investigators that the parties may employ.

11.8 Daily Free Entry Log

The Contractor's parking attendants shall record each free entry into the Parking Lots. The log entry shall include the name of the patron, the patron's signature, the vehicle's full license number or County truck number and the reason for allowing free entry. The supervisor shall review and approve the log. The log shall be retained by the Contractor as a reference for the CA, the County's auditors, the Contractor's certified public accountant and other investigators that the parties may employ.

11.9 Daily Cashier Report

The Contractor's parking attendants shall prepare a Daily Cashier Report for each Parking Lot. The report shall show the starting and ending ticket number and activity counter reading for each shift, the amount of the change fund received by each attendant upon starting the shift, the amount of the change fund returned at closing and the total number of activities and tickets for the day. The supervisor shall verify the activity counter reading and last parking ticket number at closing. The report shall be transmitted to the Contractor's accounting staff for use in compiling the Daily Activity and Revenue Report. The log shall be retained by the Contractor as a reference for the CA, the County's auditors, the Contractor's certified public accountant and other investigators that the parties may employ.

11.10 Parking Meter Revenue Report

The Contractor shall prepare a Meter Revenue Report each time parking meters are emptied. The report shall show the pay machine by number, per lot, date and time of collection, the Parking Lot, the amount collected by the Contractor's employee and a supervisor. Collection of cash from meters shall be witnessed and the amount collected verified by a supervisor. The report shall be transmitted to the Contractor's accounting staff for use in compiling the Daily Activity and Revenue Report. The Contractor shall retain the log as a reference for the CA, the County's auditors, the Contractor's certified public accountant and other investigators that the parties may employ.

11.11 Pay and Display Fee Collection Machine Report

Each day that fees are collected from pay-and-display and other automated collection machines, the attendant performing the collection shall include a printed report, showing the date and time of the collection, the Parking Lot, the amounts collected, starting counter numbers from the previous report and ending counter numbers. The report shall be transmitted to the Contractor's accounting staff for use in compiling the Daily Activity and Revenue Report. The log shall be retained by the Contractor as a reference for the CA, the County's auditors, the Contractor's certified public accountant and other investigators that the parties may employ.

11.12 Daily Deposit Summary

Daily, the Contractor shall have an employee other than a parking attendant or supervisor open the safe or cash canister, if any, and count the money by location. The Contractor's employee shall prepare a deposit receipt and shall reconcile the amounts collected to the amounts recorded on the Daily Cashier Reports, Meter Revenue Reports and Fee Collection Machine Reports. The Daily Deposit Summary shall be delivered to the Department's financial services office with copies of the deposit slips and the Daily Activity and Revenue Report.

11.13 Daily Activity and Revenue Report

The Contractor shall daily submit with the deposit receipts an Activity and Revenue Report prepared by the Contractor's employees (other than the parking attendants and supervisors). It shall reconcile the day's parking fee collections by summarizing the cashiers' daily reports and finding agreement with the amount of collections deposited or stating the amount by which the deposit fails to agree with the summary and the reason for such disagreement. The summary shall include a report of activity and revenue for each day itemized by the Parking Lot and totaled for all Parking Lots. The report shall include all payments received by the Contractor on account of the Contract work and shall set forth:

- The amount of parking fees collected;
- Amounts collected on account of city parking taxes and other taxes;
- The number of daily vehicle entries and the fees paid on account of such entries;
- The number and types of free entries;
- The amounts paid, number, type and account number of prepaid and monthly entries;
- Amounts collected from meters;
- Amounts collected from pay-and-display or other collection machines;
- The number of any validated parking hours and fees paid by validating businesses, if any;
- The parking ticket series sold;
- The beginning and ending vehicle counts by the automated vehicle counters;
- The amount of parking fees collected from film companies, special or private prepaid events and name of payee; and,
- Other information requested by the CA.

11.14 Monthly Activity and Revenue Reports

Not later than the 10th of each month, the Contractor shall provide the CA a Monthly Activity and Revenue Report in form and content acceptable to the CA,

reporting on the monthly activity and revenue for each Parking Lot in the month just ended. The Report shall include the following information, itemized by Parking Lot and totaled for all Parking Lots:

- i The amount of parking fees collected during the period;
- i Pay machine revenue collected, by machine number per lot;
- i Amounts collected on account of city parking taxes and other taxes;
- i The number of daily vehicle entries and the fees paid on account of such entries;
- i The amounts paid, number, type and account number of prepaid and monthly entries;
- i The number of any validated parking hours and fees paid by validating businesses, if any;
- i The parking ticket series assigned to each Parking Lot and sold during the period;
- i The beginning and ending vehicle counts by the automated vehicle counters for the month;
- i Delinquent monthly parking fees by account name and number;
- i The amount of parking fees collected from film companies, special and private events and names of payees; and,
- i Other information as requested by the CA.

11.15 Independent Audit Reports

11.15.1 The Contractor shall engage and pay for a certified public accountant (CPA or Auditor) approved by the Director to audit the Contractor's records and operations of the Contract work and provide the specified reports.

11.15.2 The Auditor shall examine the effectiveness of the Contractor's internal controls over its parking operations, financial and cash controls, and financial reporting to the County. The Auditor shall verify the adequacy of the Contractor's parking revenue accounting and cash control procedures to reasonably ensure that internal controls in the revenue processes are designed and operating effectively to prevent, detect,

and correct fraud and other irregularities, including but not limited to misstatements, theft, misappropriation, and falsification, in a timely manner. The Auditor shall perform (1) a sample test of the gross receipts, by location, by month from monthly management reports; (2) a sample test of the accuracy of Daily Cashier Reports and summary monthly reports by location; (3) a verification of ticket number sequence, dollar rate of ticket, and total amount collected; and (4) a verification of the accuracy of monthly financial reports submitted to the County.

11.15.3 The Auditor shall audit the Contractor's Statement of Gross Receipts submitted to the County by the Contractor to reasonably ensure that all parking lot revenues have been properly collected, deposited, and reported and shall report on the accuracy of the daily and monthly parking revenue including parking revenue loss or voids reported from each parking lot. The Auditor shall verify substantial fluctuations from the previous month in the current year and from the same month in the previous year in the Revenue Fluctuation Schedule that the Contractor will provide.

11.15.4 The Auditor shall submit to the County an Internal Control Audit Report within 45 days following the effective date of the Contract and thereafter within 45 days after the end of each Contract Year. In addition, the Auditor shall submit to the County an independent auditor's report on the Statement of Gross Receipts and Supplementary information within three months of the end of each Contract Year during the Contract term and any extension period.

12.0 GREEN INITIATIVES

12.1 Contractor shall make reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

12.2 Contractor shall notify County's Contract Administrator of Contractor's new green initiatives once the contract commences.

13.0 PERFORMANCE REQUIREMENTS SUMMARY

All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

13.1 The Contractor agrees to and accepts the performance standards, including, but not limited to, the sums set forth as liquidated damages for unacceptable performance.

ATTACHMENT B- 1

CONTRACT DISCREPANCY REPORT

TO: _____

FROM: _____

DATES: _____

Prepared: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Contract Administrator

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Authorized Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of County Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION

Contract Administrator Signature and Date _____

Contractor Representative's Signature and Date _____

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

Parking Lot Management Services

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	LIQUIDATED DAMAGES
SAMPLE CONTRACT: PARAGRAPH 1.5 – <i>INVOICES & PAYMENTS</i>	Contractor shall submit invoices by the 10 th of each month	Review of Invoices	\$50 per occurrence
SAMPLE CONTRACT: SUB-PARAGRAPH 2.38 – <i>RECORD RETENTION & INSPECTION/AUDIT SETTLEMENT</i>	Contractor shall maintain all required records as specified	Inspection of Files	\$50 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 1.5 – <i>GENERAL REQUIREMENTS</i>	Contractor shall meet weekly with County's Contract Administration	Observation	\$50 per occurrence
STATEMENT OF WORK: PARAGRAPH 2.4 – <i>SPECIAL EVENTS</i>	Contractor shall provide service for special events & programs at the Director's request	Observation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 3.0– <i>CONTRACTOR'S QUALITY CONTROL PLAN</i>	Contractor shall observe & comply with its quality control plan	Observation & Documentation	\$50 per occurrence
STATEMENT OF WORK: PARAGRAPH 4.1 – <i>COUNTY'S QUALITY ASSURANCE PLAN</i>	Contractor shall observe & comply with County's quality assurance plan	Observation & Documentation	\$50 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 5.2 – <i>RESPONSIBILITIES - CONTRACTOR</i>	Contractor shall designate a full-time employee as the Contractor's Representative	Observation	\$50 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 5.3.1 – <i>RESPONSIBILITIES – CONTRACTOR'S STAFF</i>	Contractor's employees shall undergo and pass a background investigation prior to beginning work on the contract	Observation & Documentation	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 5.3.2 – <i>RESPONSIBILITIES – CONTRACTOR'S STAFF</i>	Contractor shall provide a sufficient number of employees to perform the Contract work	Observation & Documentation	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 5.3.6 - <i>RESPONSIBILITIES – CONTRACTOR'S STAFF</i>	Contractor's employees shall be subject to County's dress code policy	Observation	\$50 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 5.3.11 - <i>RESPONSIBILITIES – CONTRACTOR'S STAFF</i>	Contractor's employees shall conduct themselves in a reasonable manner	Observation	\$50 per occurrence

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

Parking Lot Management Services

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	LIQUIDATED DAMAGES
STATEMENT OF WORK: SUB-PARAGRAPH 5.3.16 – <i>RESPONSIBILITIES - CONTRACTOR’S STAFF</i>	Contractor shall employ full-time employees unless previously authorized to use part-time employees	Observation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 5.4.2 – <i>RESPONSIBILITIES - SUPERVISORS</i>	Contractor's supervisor shall be able to effectively communicate in English	Observation	\$50 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 5.7 - <i>RESPONSIBILITIES – CONTRACTOR’S OFFICE</i>	Contractor shall be available during specified hours	Observation	\$50 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 6.2 - <i>PARKING LOT OPERATIONS</i>	Contractor shall maintain a monthly work schedule in accordance with its shift hours	Review of Records	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 6.2.2 <i>PARKING LOT OPERATIONS</i>	Contractor shall comply with CA's request to modify work schedules within 24hrs.	Observation	\$50 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 6.4 <i>PARKING LOT OPERATIONS</i>	Contractor shall reserve all film company parking authorized by the County	Observation	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 6.5 <i>PARKING LOT OPERATIONS</i>	Contractor shall ensure all Parking Lot gates are locked/unlocked as specified	Observation	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 7.1 <i>ACCOUNTING AND CASH CONTROL PROCEDURES</i>	Contractor shall collect parking fees in accordance with the department's fee schedule	Observation	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 7.5 – <i>ACCOUNTING AND CASH CONTROL PROCEDURES</i>	Contractor shall empty parking meters and other collection devices not less than three times weekly	Inspection	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 7.6– <i>ACCOUNTING AND CASH CONTROL PROCEDURES</i>	Contractor shall designate a supervisory employee for daily pickup and return of the department's credit card data downloading device	Observation	\$100 per occurrence

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

Parking Lot Management Services

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	LIQUIDATED DAMAGES
STATEMENT OF WORK: SUB-PARAGRAPH 7.7 <i>ACCOUNTING AND CASH CONTROL PROCEDURES</i>	Contractor shall deposit all parking fee payments to the credit of the Department	Review of Records	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 7.10 – <i>ACCOUNTING AND CASH CONTROL PROCEDURES</i>	Contractor shall provide parking receipt devices	Review of Equipment	\$50 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 8.2 – <i>EQUIPMENT FURNISHED BY CONTRACTOR</i>	Contractor shall repair and replace any equipment or structure damaged by Contractor's employees	Observation	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 8.3– <i>EQUIPMENT FURNISHED BY CONTRACTOR</i>	Contractor shall maintain parking receipt devices with specifications identified in Section 8.3	Observation	\$50 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 8.4 – <i>EQUIPMENT FURNISHED BY CONTRACTOR</i>	Contractor shall ensure safe and clean Parking Lots during operating hours	Observation	\$50 per occurrence
STATEMENT OF WORK: PARAGRAPH 8.5 – <i>EQUIPMENT FURNISHED BY CONTRACTOR</i>	Contractor shall report to the CA any parking meter malfunctions	Observation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 8.12 – <i>EQUIPMENT FURNISHED BY CONTRACTOR</i>	Contractor shall furnish a uniform to each of its employees assigned to perform parking services	Observation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 11.0 – <i>REPORTS AND LOGS</i>	Contractor shall prepare and maintain all reports and logs as specified and make records available to County	Review of Records	\$100 per occurrence

ATTACHMENT C

Transmittal Form to Request Solicitation Requirements Review

TRANSMITTAL FORM TO REQUEST A RFP SOLICITATION REQUIREMENTS REVIEW

***A Solicitation Requirements Review must be received by the County
within 10 business days of issuance of the solicitation document***

Proposer Name:	Date of Request:
Project Title:	Project No.

A **Solicitation Requirements Review** is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- ☐ Application of **Minimum Requirements**
- ☐ Application of **Evaluation Criteria**
- ☐ Application of **Business Requirements**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses.

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Proposer must explain in detail the factual reasons for the requested review.
(Attach additional pages and supporting documentation as necessary.)

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by: _____

Results of Review - Comments:

Date Response sent to Proposer: _____

EXHIBITS

FOR ILLUSTRATION PURPOSES ONLY; THIS FORM WILL BE COMPLETED BY THE COUNTY AT THE TIME OF CONTRACT EXECUTION.

MONTHLY COMPENSATION FOR STANDARD STAFFING LEVEL

Note: Base compensation for each month, including partial months, will be calculated in accordance with the Standard Staffing Level (Exhibit 4) applied to the actual number of weekdays, weekends and holidays worked. **Actual** monthly compensation paid will be based upon staffing increases and decreases as authorized by the Director and, thus, will equal the base compensation adjusted in accordance with the quoted hourly rates for Parking Attendants and Supervisors applied to the hours actually worked over or under the Standard Staffing Level pursuant to Director authorization.

MONTH	AMOUNT
October*	
November	
December	
January	
February	
March	
April	
May	
June	
July	
August	
September	
October*	

* Partial Month

PARKING LOTS OPERATED BY THE LOS ANGELES COUNTY DEPARTMENT
OF BEACHES AND HARBORS

BEACH PARKING LOTS

Spaces	Season	Day	Hours Open to Public
Nicholas Canyon 33850 PCH, Malibu			
145 spaces	Winter	Weekdays	6 am – Dusk
<u>6</u> handicapped		Weekends	6 am - Dusk
151 Total Spaces			
	Summer	Weekdays	6 am – Dusk
		Weekends	6 am - Dusk
Zuma 30050 PCH, Malibu			
1982 spaces	Winter	Weekdays	6 am – 7 pm
<u>43</u> handicapped		Weekends	6 am – 7 pm
2,025 Total Spaces			
	Summer	Weekdays	6 am – 9 pm
		Weekends	6 am – 9 pm
Point Dume 7103 Westward Beach Rd., Malibu			
365 spaces	Winter	Weekdays	6 am – Dusk
<u>8</u> handicapped		Weekends	6 am - Dusk
373 Total Spaces			
	Summer	Weekdays	6 am – Dusk
		Weekends	6 am - Dusk
Surfrider 23000 PCH, Malibu			
87 spaces	Winter	Weekdays	6 am – Dusk
<u>3</u> handicapped		Weekends	6 am - Dusk
90 Total Spaces			
	Summer	Weekdays	6 am – Dusk
		Weekends	6 am - Dusk
Topanga 18700 PCH, Malibu			
92 spaces	Winter	Weekdays	6 am – Dusk
<u>4</u> handicapped		Weekends	6 am - Dusk
96 Total Spaces			
	Summer	Weekdays	6 am – Dusk
		Weekends	6 am - Dusk

PARKING LOTS OPERATED BY THE LOS ANGELES COUNTY DEPARTMENT
OF BEACHES AND HARBORS

BEACH PARKING LOTS

Spaces	Season	Day	Hours Open to Public
Will Rogers #5 – Castle Rock 17700 PCH, Pacific Palisades			
20 spaces	Winter	Weekdays	6 am – Dusk
<u>1</u> handicapped		Weekends	6 am - Dusk
21 Total Spaces			
	Summer	Weekdays	6 am – Dusk
		Weekends	6 am - Dusk
Will Rogers # 3 – Temescal Canyon 15800 PCH, Pacific Palisades			
1408 spaces	Winter	Weekdays	6 am – 7 pm
<u>32</u> handicapped		Weekends	6 am – 7 pm
1,440 Total Spaces			
	Summer	Weekdays	6 am – 9 pm
		Weekends	6 am – 9 pm
Will Rogers # 1 – Chautauqua Blvd. 14800 PCH, Pacific Palisades			
91 spaces	Winter	Weekdays	6 am – Dusk
<u>4</u> handicapped		Weekends	6 am - Dusk
95 Total Spaces			
	Summer	Weekdays	6 am – Dusk
		Weekends	6 am - Dusk
Rose Ave. – Venice 300 Ocean Front Walk, Venice			
280 spaces	Winter	Weekdays	6 am – 10 pm
<u>8</u> handicapped		Weekends	6 am – 10 pm
288 Total Spaces			
	Summer	Weekdays	6 am – 10 pm
		Weekends	6 am – 10 pm
Venice Blvd. – Venice 2700 Ocean Front Walk, Venice			
337 spaces	Winter	Weekdays	6 am – 10 pm
<u>15</u> handicapped		Weekends	6 am – 10 pm
352 Total Spaces			
	Summer	Weekdays	6 am – 10 pm
		Weekends	6 am – 10 pm

PARKING LOTS OPERATED BY THE LOS ANGELES COUNTY DEPARTMENT
OF BEACHES AND HARBORS

BEACH PARKING LOTS

Spaces	Season	Day	Hours Open to Public
Washington St. – Venice			
3100 Ocean Front Walk, Venice			
371 spaces	Winter	Weekdays	6 am – 10 pm
<u>9</u> handicapped		Weekends	6 am – 10 pm
380 Total Spaces			
	Summer	Weekdays	6 am – 10 pm
		Weekends	6 am – 10 pm
62nd Ave.			
62nd Ave., Playa del Rey			
41 spaces	Winter	Weekdays	6 am – Dusk
<u>2</u> handicapped		Weekends	6 am – Dusk
43 Total Spaces			
	Summer	Weekdays	6 am – Dusk
		Weekends	6 am – Dusk
Dockweiler – Imperial (# 1,2,3 & entrance)			
8255 Vista del Mar, Playa del Rey			
1,211 spaces	Winter	Weekdays	6 am – 10 pm
<u>27</u> handicapped		Weekends	6 am – 10 pm
1,238 Total Spaces			
	Summer	Weekdays	6 am – 10 pm
		Weekends	6 am – 10 pm
Bluff – Dockweiler			
12501 Vista del Mar, Playa del Rey			
576 spaces	Winter	Weekdays	6 am – 7 pm
<u>7</u> handicapped		Weekends	6 am - 7 pm
583 Total Spaces			
	Summer	Weekdays	6 am – 7 pm
		Weekends	6 am - 7 pm

PARKING LOTS OPERATED BY THE LOS ANGELES COUNTY DEPARTMENT
OF BEACHES AND HARBORS

BEACH PARKING LOTS

Spaces	Season	Day	Hours Open to Public
Grand Ave. – Dockweiler			
12790 Vista del Mar, Playa del Rey			
110 spaces	Winter	Weekdays	6 am – Dusk
<u>3</u> handicapped		Weekends	6 am - Dusk
113 Total Spaces			
	Summer	Weekdays	6 am – Dusk
		Weekends	6 am - Dusk
Torrance			
386 Paseo de la Playa, Torrance			
326 spaces	Winter	Weekdays	6 am – Dusk
<u>8</u> handicapped		Weekends	6 am – Dusk
334 Total Spaces			
	Summer	Weekdays	6 am – 8 pm
		Weekends	6 am – 8 pm
White Point / Royal Palms			
1799 S. Paseo del Mar, San Pedro			
145 spaces	Winter	Weekdays	8 am – Dusk
<u>9</u> handicapped		Weekends	8 am - Dusk
154 Total Spaces			
	Summer	Weekdays	6 am – Dusk
		Weekends	6 am - Dusk
White Point Bluff			
1799 S. Paseo del Mar, San Pedro			
33 spaces (metered)	Winter	Weekdays	8 am – Dusk
<u>4</u> handicapped		Weekends	8 am - Dusk
37 Total Spaces			
	Summer	Weekdays	6 am – Dusk
		Weekends	6 am - Dusk

PARKING LOTS OPERATED BY THE LOS ANGELES COUNTY DEPARTMENT
OF BEACHES AND HARBORS

MARINA PARKING LOTS

Spaces	Season	Day	Hours Open to Public
MDR #1 – Fisherman's Village 13737 Fiji Way, MdR			
481 spaces <u>17</u> handicapped 498 Total Spaces			24 Hours*
MDR #2 – Launch Ramp 13465 Fiji Way, MdR			
450 spaces <u>or</u> 225 Cars & Trailers 12 Boat Prep 13 Wash Area 9 handicapped			24 Hours*
MDR #3 – N. Jetty – Parcel A 4752 Via Marina, MdR			
56 spaces <u>4</u> handicapped 60 Total Spaces			6 am – 10 pm
MDR #4 13500 Mindanao Way, MdR			
145 spaces <u>7</u> handicapped 152 Total Spaces			24 Hours*
MDR #5 4545 Admiralty Way, MdR			
219 spaces <u>3</u> handicapped 222 Total Spaces			24 Hours*

PARKING LOTS OPERATED BY THE LOS ANGELES COUNTY DEPARTMENT
OF BEACHES AND HARBORS

MARINA PARKING LOTS

Spaces	Season	Day	Hours Open to Public
<hr/>			
MDR #7			
4350 Admiralty Way, MdR			
115 spaces			24 Hours*
<u>5</u> handicapped			
120 Total Spaces			
MDR #8			
4220 Admiralty Way, MdR			
177 spaces			24 Hours*
<u>6</u> handicapped			
183 Total Spaces			
MDR #9			
14110 Palawan Way, MdR			
181 spaces			24 Hours*
<u>6</u> handicapped			
187 Total Spaces			
MDR #10			
4001 Via Marina, MdR			
206 spaces			24 Hours*
<u>3</u> handicapped			
209 Total Spaces			
MDR #11			
255 spaces			24 Hours*
<u>8</u> handicapped			
263 Total Spaces			

PARKING LOTS OPERATED BY THE LOS ANGELES COUNTY DEPARTMENT
OF BEACHES AND HARBORS

MARINA PARKING LOTS

Spaces	Season	Day	Hours Open to Public
<hr/>			
MDR #12			
14151 Marquesas Way, MdR			
199 spaces <u>7</u> handicapped 206 Total Spaces			24 Hours*
MDR #13			
4601 Via Marina, MdR			
134 spaces <u>4</u> handicapped 138 Total Spaces			24 Hours*
Chace Park Metered Parking			
13650 Mindanao Way, MdR			
60 spaces (metered) weekends only			6 am – 10 pm
Parcel 45L (2 Parking Lots)			
13575 Mindanao Way, MdR			
13535 Mindanao Way, MdR			
159 spaces <u>4</u> handicapped 163 Total Spaces			Permit Only 24 hours
Parcel 77			
70 spaces			6 am – 10 pm

*The Contractor shall assist the Department in enforcing the County Harbor and Maritime Ordinance (County Code Chapter 19.12.010) by notifying the County of any violation in the Marina del Rey parking Lots of Los Angeles County Code section 19.12.1330 (vehicle or trailer parked over 48 hours in public parking areas must register with the Director; vehicles used for human habitation prohibited from parking between 2:00 a.m. and 6:00 a.m. in public parking areas unless registered with Director).

DEPARTMENT OF BEACHES AND HARBORS

PARKING FEE WAIVERS

- a) Individuals who are 62 years old or older and have valid Department of Beaches and Harbors issued parking permits are to be granted free parking in staffed parking lots (does not include lots with entries that are operated by pay machines) at all times other than weekends and Holidays.
- b) Individuals who are licensed as disabled motorists by the California Department of Motor Vehicles are to be granted free parking in staffed parking lots (does not include lots that are operated by machines with gate arms) at all times other than weekends and Holidays.
- c) Individuals who are employed by the Federal government, the State of California, City of Los Angeles, County of Los Angeles and vehicles displaying an exempt license plate are to be granted free parking whenever they are on official business. Public school buses are only to be granted free parking whenever they are on educational or school recreational business at the time of entry to the Parking Lot and must have an authorized entry permit. In addition to the above, four spaces are to be reserved daily at Malibu Surfrider, with proper permit, for docents of the Adamson House, a State facility adjacent to the Parking Lot.
- d) Individuals who are under contract with the County or who are employed by such individuals are to be granted free parking whenever they are working in the performance of their work for the County at the time of their entry to the Parking Lot. All permittees must have an authorized entry permit.
- e) Individuals driving delivery vehicles are to be granted free entry whenever they are engaged in making a delivery of merchandise ordered by the County, or its contractors, concessionaires, permittees or licensees at the time of their entry to the Parking Lot.
- f) Individuals who are participating in charitable events for which the parking fee has been waived/reduced by the Board of Supervisors are to be granted free/reduced parking whenever they have an approved parking pass and are participating in the event in which the parking fee has been waived at the time of their entry to the Parking Lot.

Parking Lot Standard Staffing Levels
Summer Schedule

Exhibit 4
Page 1 of 6

(Summer begins on the Saturday before Memorial Day and ends on the last Sunday of September)

Parking Lot Location	Staffing Hours	Hours per Day	Number of Attendants	Days per Week	Total Weekly Hours
Nicholas Canyon	(As Needed)				
Zuma Beach	6 a.m. - 6 p.m.	12	1	7	84
	10 a.m. - 6 p.m. (As Needed)	8	1	7	56
	9 a.m. - 5 p.m. Weekends (As Needed)	8	1	2	16
	10 a.m. - 6 p.m. Sunday (As Needed)	8	1	1	8
Point Dume	6 a.m. - 6 p.m.	12	1	7	84
	Weekends 10 a.m.-6 p.m. (As Needed)	8	1	2	16
Surfrider	6 a.m. - 7 p.m.	13	1	7	91
	10am-4pm Weekends	6	1	2	12
Topanga	6 a.m.-6 pm. (As Needed)	12	1	7	84
Will Rogers 5	Not Staffed				
Will Rogers 3	6 a.m. - 7 p.m.	13	1	7	91
	9am-5pm Weekends	8	1	2	16
	10 a.m.-7p.m. Weekends (As Needed)	9	1	2	18
Will Rogers 1	8 a.m. - 7 p.m. Weekdays (As Needed)	11	1	5	55
	8 a.m. - 7 p.m. Weekends	11	1	2	22
Rose Avenue	6 a.m.-8 p.m.	14	1	7	98
	10 a.m.-5p.m. Weekends (As Needed)	7	1	2	14
Venice Blvd.	6 a.m. - 10 p.m.	16	1	7	112
	11 a.m. - 5 p.m.	6	1	7	42
	10 a.m.-5 p.m. Weekends (As Needed)	7	1	2	14

Parking Lot Standard Staffing Levels
Summer Schedule

Exhibit 4
Page 2 of 6

(Summer begins on the Saturday before Memorial Day and ends on the last Sunday of September)

Parking Lot Location	Staffing Hours	Hours per Day	Number of Attendants/ Days per Week	Days per Week	Total Weekly Hours
Washington Street	6 a.m. - 10 p.m.	16	1	7	112
	10 a.m.-5p.m. Weekends (As Needed)	7	1	2	14
62 nd Street	(As Needed)				
Dockweiler Imperial	6 a.m. - 10 p.m.	16	1	7	112
	10 a.m. - 6 p.m. Weekends	8	1	2	16
	10 a.m. - 6 p.m. Sunday (As Needed)	8	1	1	8
Dockweiler Bluff	(As Needed)				
Grand Avenue	9 a.m. - 5 p.m. Weekends	8	1	2	16
Torrance	7 a.m. - 6 p.m. Weekends	11	1	2	22
White Point/ Royal Palms	6 a.m. - 8 p.m.	14	1	7	98
	11a.m.-5p.m. Weekends (As Needed)	6	1	2	12
#1 (Parcel W - Fisherman's Village)	9 a.m. - 1 a.m.	16	1	7	112
	5 p.m. - 1 a.m. (As Needed)	8	1	7	56
	11 a.m. - 5 p.m. Weekend	6	1	2	12
Parcel W Overflow	(As Needed)				
#2 (Parcel 49R - Launch Ramp)	5 a.m.-2p.m. Weekends	9	1	2	18
#3 (Parcel A - North Jetty)	Not Applicable				
#4 (Parcel 49M)	As Needed				
#5 (Parcel U)	As Needed				
#7 (Parcel Q)	As Needed				
#8 (Parcel QT)	As Needed				
#9 (Parcel N)	As Needed				
#10 (Parcel I)	9 a.m.-5p.m. Weekends	8	1	2	16
#11(Parcel GR)	As Needed				
#12 (Parcel FF)	As Needed				
#13 (Parcel 3S)	As Needed				
Parcel 45L	10 a.m.-5p.m. Weekends	7	1	2	14
Parcel 77	10 a.m.-5p.m. Weekends	7	1	2	14

Parking Lot Standard Staffing Levels
Summer Schedule

Exhibit 4
Page 3 of 6

(Summer begins on the Saturday before Memorial Day and ends on the last Sunday of September)

Parking Lot Location	Staffing Hours	Hours per Day	Number of Supervisors/ Days per Week	Days per Week	Total Weekly Hours
SUPERVISORS					
Southern Area (White's Point, Torrance, Grand, Dockweiler Bluff, Dockweiler Imperial, 62 nd Avenue, Fisherman's Village, County Lot, Overflow, Lots #2, #4, #5, #7, #8)	5 a.m.-3:30p.m.	10	1	7	70
	2 p.m.-1a.m.	10	1	7	70
Central (Lots #9, #10, #11, #12, #13, North Jetty, Washington, Venice, Rose, Will Rogers 1)	5 a.m.-3:30 pm	10	1	7	70
	2p.m.-11p.m.	9	1	7	63
Northern (Will Rogers 3, Will Rogers 5, Topanga, Surfrider, Pt. Dume, Zuma, Nicholas)	5am-3:30pm	10	1	7	70
	2pm-10pm	8	1	7	56
Contractor Representative (CR)		Number of CRs		Number of CRs	
	7 a.m. - 6 p.m.	11	1	7	77
TOTAL WEEKLY HOURS					
			SUMMER WEEKLY HOURS	NUMBER OF SUMMER WEEKS	TOTAL ANNUAL SUMMER HOURS
ATTENDANT			1585	18	28,530
SUPERVISOR			385	18	6,930
CONTRACTOR REPRESENTATIVE			77	18	1,386

Parking Lot Standard Staffing Levels
Winter Schedule

Exhibit 4
Page 4 of 6

(Winter begins Monday after the last Sunday of September and ends Friday before Memorial Day)

Parking Lot Location	Staffing Hours	Hours Per Day	Number of Attendants	Days Per Week	Total Weekly Hours
Nicholas Canyon	(As Needed)				
Zuma Beach	8 a.m. - 4 p.m.	8	1	7	56
	11 a.m. - 4 p.m. Weekends (As Needed)	5	1	2	10
Point Dume	8 a.m. - 4 p.m. Weekends (As Needed)	8	1	2	16
Surfrider	8 a.m. - 4 p.m. Weekends (As Needed)	8	1	2	16
Topanga	As Needed				
Will Rogers 5	As Needed				
Will Rogers 3	6 a.m. - 5 p.m. Weekdays	11	1	5	55
	6 a.m. - 5 p.m. Weekends (As Needed)	11	1	2	22
	11 a.m. - 5 p.m. Weekends (As Needed)	6	1	2	12
Will Rogers 1	As Needed				
Rose Avenue	6 a.m. - 5 p.m. Weekdays (As Needed)	11	1	5	55
	6 a.m. - 7 p.m. Weekends	13	1	2	26
	11 a.m. - 5 p.m. Weekends (As Needed)	6	1	2	12
Venice Blvd.	6 a.m. - 5 p.m. Weekdays	11	1	5	55
	6 a.m. - 7 p.m. Weekends	13	1	2	26
	11 a.m. - 5 p.m. Weekends (As Needed)	6	1	2	12

Parking Lot Standard Staffing Levels
Winter Schedule

Exhibit 4
Page 5 of 6

(Winter begins Monday after the last Sunday of September and ends Friday before Memorial Day)

Parking Lot Location	Staffing Hours	Hours Per Day	Number of Attendants	Days Per Week	Total Weekly Hours
Washington Street	6 a.m. - 10 p.m.	16	1	7	112
	11 a.m. - 5 p.m. Weekends (As Needed)	6	1	2	12
62 nd Street	As Needed				
Dockweiler Imperial	6 a.m. - 10 p.m.	16	1	7	112
	11 a.m. - 5 p.m. Weekends (As Needed)	6	1	2	12
Dockweiler Bluff	As Needed				
Grand Avenue	As Needed				
Torrance	8 a.m. - 4 p.m. Weekends (As Needed)	8	1	2	16
White's Point/Royal Palms	8 a.m. - 4 p.m. Weekends	8	1	2	16
#1 (Parcel W - Fisherman's Village)	9 a.m. - 1 a.m.	16	1	7	112
	5 p.m. - 1 a.m. Weekends	8	1	2	16
	11 a.m. - 5 p.m. Weekend	6	1	2	12
Parcel W Overflow	As Needed				
#2 (Parcel 49R - Launch Ramp)	5 a.m. - 12 p.m. Weekends	7	1	2	14
#3 (Parcel A - North Jetty) (meters)	Not Applicable				
#4 (Parcel 49M)	As Needed				
#5 (Parcel U)	As Needed				
#7 (Parcel Q)	As Needed				
#8 (Parcel QT)	As Needed				
#9 (Parcel N)	As Needed				
#10 (Parcel I)	As Needed				
#11 (Parcel GR)	As Needed				
#12 (Parcel FF)	As Needed				
#13 (Parcel 3S)	As Needed				

Parking Lot Standard Staffing Levels
Winter Schedule

Exhibit 4
Page 6 of 6

(Winter begins Monday after the last Sunday of September and ends Friday before Memorial Day)

Parking Lot Location	Staffing Hours	Hours Per Day	Number of Attendants	Days Per Week	Total Weekly Hours
Chace Park (CP)	As Needed				
Supervisors					
Southern Area (White's Point, Torrance, Grand, Dockweiler Bluff, Dockweiler Imperial, 62 nd Avenue, Fisherman's Village, County Lot, Overflow, Lots #2, #4, #5, #7, #8)	5 a.m. - 11 p.m.	18	1	7	126
Central (Lots #9, #10, #11, #12, #13, Fisherman's Village, North Jetty, Washington, Venice, Rose.	5a.m.-1a.m.	20	1	7	140
Northern (Will Rogers 3, Will Rogers 5, Topanga, Surfrider, Pt. Dume, Zuma, Nicholas)	5a.m.-8 p.m.	15	1	7	105
Contractor Representative (CR)			Number of CRs		
	7 a.m. - 6 p.m.	11	1	77	77
			WINTER WEEKLY HOURS	NUMBER OF WINTER WEEKS	TOTAL ANNUAL WINTER HOURS
ATTENDANT			807	34	27,438
SUPERVISOR			357	34	12,138
CONTRACTOR REPRESENTATIVE			77	34	2,618

AGGREGATE HOURS

	Summer	Winter	Annual
ATTENDANT	28,530	27,438	55,968
SUPERVISOR	6,930	12,138	19,068
CONTRACTOR REPRESENTATIVE	1,386	2,618	4,004

PARKING LOT EQUIPMENT PROVIDED BY THE COUNTY
MARINA DEL REY PARKING LOTS

	KIOSK	VEHICLE COUNTER/ LOOP DETECTOR	FEE SIGNS	EXIT SPIKES/ WARNING SIGN	CASH CANISTERS	GATE ARM BOX/GATE ARMS	PAY & DISPLAY	AUTO GATE COLLECTOR	PARKING METERS/ CARD READERS
Lot # 2	0	2/2	2	1/2	0	2/2	2	2	0/2
#4	0	1/1	1	2/4	0	1/0	1	1	0/1
#5	0	1/1	0	1/0	0	0	1	1	0
#7	0	1/1	1	1/1	0	1/0	1	1	0
#8	0	1/1	1	1/1	0	1/0	1	1	0
#9	0	1/1	1	1/1	0	1/0	1	1	0
#10	0	1/1	1	2/2	0	1/0	2	2	0
#11	0	1/1	1	2/2	0	1/0	1	1	0
#12	0	1/1	1	1/1	0	0	1	1	0
#13	0	1/1	1	2/2	0	1/0	1	1	0
Fish Overflow	0	0	0	2/2	0	2/2	0	0	0
Dock 77	0	0	1	0	0	0	1	1	0
Boathouse	0	0	0	1/1	0	0	0	0	0
View Park	0	0	0	0	0	0	0	0	30/0
Chace Park	0	0	0	1/1	0	0	0	0	30/0
	0	11/11	11	18/20	0	11/4	13	13	60/3

PARKING LOT EQUIPMENT PROVIDED BY THE COUNTY

FISHERMAN'S VILLAGE LOT (PARKING LOT #1 PARCEL W)

No.	Model	Description
3	TD-6030-10	Engineered Parking Systems Ticket Dispensers
5	816-10	Digital Self-Tuning Loop Detectors
5	301-10	Engineered Parking Systems Parking Gates w/Audit Counters
*1	EC-2000	SECURAKEY ENTRACOMP 2000 programmable card reader, 8000 card capacity, anti-passback, steel housing with pedestal
*3	R-2	SECURAKEY Remote Reader Station with anti-passback
*1	L-2	SECURAKEY Data Logger
*1	P-2	SECURAKEY System Programmer
*300	SKC-05	Plastic Access Cards
2	SC5575	BIG Cashier Style Steel Attendants Booths, size 51/2" x 71/2" to comply with current handicap standards and regulations, to include slide door one side, sliding window with handicap 36" sill height, rear storage shelf, fluorescent light fixture, electric space heater and duplex electrical outlets and standard industrial grade enamel exterior and interior finish
2	99-9999	Elite Fee Computer(Engineered Parking Systems)

PARKING LOT EQUIPMENT PROVIDED BY THE COUNTY

FISHERMAN'S VILLAGE LOT (PARKING LOT #1 PARCEL W)

No.	Model	Description
2	99-9999	Engineered Parking Systems Validator
2	TF-5800	AMANO Fee Indicator
2	6030-14	Engineered Parking System Interface Relays
5	816-10	Digital Self-Tuning Loop Detectors
5	301-10	Engineered Parking Systems Parking Gates w/Audit Counters
58	SPP-60	Steel Protection Posts

PARKING REVENUES

Los Angeles County Department of Beaches and Harbors Parking Lot Gross Revenue FY 09-10

	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Total
BEACH LOTS													
Nicholas Canyon	5622.35	8,036.05	5,224.45	1,706.10	1,086.15	1,820.45	2,691.00	2,536.25	2,279.20	3,204.00	3,589.50	3,399.40	41,194.90
Zuma	332153.26	227,129.24	106,096.41	43,573.94	20,192.63	7,569.11	6,660.40	15,440.10	43,052.80	31,524.61	95,563.18	154,785.92	1,083,741.60
Pt. Dume	102427.00	79,400.00	45,939.45	17,733.25	14,431.25	6,979.65	14,656.45	16,339.00	31,762.25	25,019.00	44,862.85	56,219.55	455,769.70
Surfrider	32080.70	30,860.05	17,203.00	9,379.55	5,539.90	3,208.55	6,712.24	6,275.20	9,078.15	12,166.20	19,243.35	16,927.00	168,673.89
Topanga	18648.00	13,902.00	6,433.00	1,714.55	931.05	1,516.00	2,912.95	2,353.40	2,877.45	2,789.35	7,448.00	7,217.00	68,742.75
Will Rogers - 5	4462.00	4,877.15	3,950.15	350.00	185.00	385.00	420.00	447.00	407.70	775.05	1,109.00	1,595.05	18,963.10
Will Rogers - 3	216644.75	175,654.50	130,131.63	44,249.55	27,831.61	19,470.69	28,418.56	28,584.30	47,020.45	44,426.14	99,492.97	114,165.15	976,090.30
Will Rogers - 1	23415.60	26,255.50	16,628.20	4,314.50	3,697.45	3,014.30	4,881.30	4,410.20	7,470.40	7,398.55	13,447.65	13,644.80	128,578.45
Rose	85782.00	88,268.00	63,273.00	43,497.85	41,992.45	30,212.30	46,588.20	38,907.35	59,827.50	54,460.30	76,813.80	93,467.00	723,089.75
Venice	183028.00	187,563.00	140,310.00	94,661.60	82,711.15	49,806.00	85,144.00	69,150.00	114,412.00	112,831.90	141,958.95	195,809.00	1,457,385.60
Washington	175759.00	177,671.00	122,498.00	90,999.00	77,079.00	43,391.00	78,446.00	73,799.00	104,972.00	101,731.00	140,254.00	171,299.00	1,357,898.00
62nd Ave.	4992.50	5,694.95	4,341.30	1,505.60	1,279.75	873.30	1,062.70	1,373.70	1,567.15	2,667.20	1,704.00	4,557.55	31,619.70
Dockweiler	248386.00	218,191.00	118,424.00	40,956.00	29,228.00	15,816.00	25,685.00	22,390.00	62,661.00	56,285.00	113,853.00	159,330.00	1,111,205.00
Bluff	45211.63	40,255.76	21,652.55	4,311.44	3,236.55	3,587.00	3,749.23	3,868.47	5,825.68	10,510.12	24,508.84	17,468.55	184,185.82
Grand	22286.94	22,294.57	14,860.30	2,976.76	3,678.14	3,914.47	4,518.03	3,395.55	4,187.64	5,118.84	9,767.55	10,444.64	107,443.43
Torrance	35418.55	40,187.10	21,150.75	4,614.95	5,155.05	3,567.40	4,516.50	3,542.85	4,270.15	8,195.30	14,503.70	15,510.05	160,632.35
White's Pt.	31599.65	25,442.78	18,679.18	9,163.26	14,783.56	5,965.85	9,756.07	8,215.24	11,287.21	11,001.46	16,247.88	20,840.54	182,982.68
BEACH TOTAL:	1567917.93	1,371,682.65	856,795.37	415,707.90	333,038.69	201,097.07	326,818.63	301,027.61	512,958.73	490,104.02	824,368.22	1,056,680.20	8,258,197.02
MARINA LOTS													
Fisherman's Village	36210.00	36,871.00	27,613.00	21,288.00	19,137.00	26,204.00	22,146.00	19,206.00	27,545.00	34,300.00	44,873.00	40,857.00	356,250.00
MDR 49R Fiji Way #2	16280.35	18,466.70	14,633.75	14,774.60	11,711.00	7,343.00	7,413.50	8,315.00	9,140.00	7,231.05	15,839.00	11,646.10	142,794.05
MDR 49M Mindanao #4	7446.00	7,018.65	4,751.05	5,481.25	3,215.15	2,441.00	1,399.25	3,544.05	2,451.25	5,410.00	3,462.25	5,912.05	52,531.95
MDR 49R Admiralty #5	2044.30	3,231.00	1,683.15	5,847.00	1,931.15	1,417.00	1,743.05	1,246.10	1,549.25	3,824.10	1,971.15	3,370.30	29,857.55
MDR Q Admiralty #7	4708.25	10,385.20	5,375.10	3,576.50	3,160.35	2,969.00	2,447.00	3,270.00	4,308.40	4,375.65	3,846.00	2,519.05	50,940.50
MDR QT Admiralty #8	2406.05	2,379.05	2,777.00	2,339.00	1,609.00	1,610.00	316.00	1,015.00	1,177.00	2,168.05	3,316.00	3,340.00	24,452.15
MDR N Palawan #9	6979.05	7,033.80	6,962.10	3,486.00	2,735.20	2,153.00	2,356.30	1,802.50	3,691.00	3,764.15	4,464.15	5,692.75	51,120.00
MDR IR Admiralty #10	22009.00	27,390.45	24,052.30	12,082.25	15,515.30	10,091.10	10,633.95	15,534.45	15,384.35	16,304.65	22,831.05	22,919.05	214,747.90
MDR GR Panay #11	6061.05	18,315.35	23,441.40	25,000.70	10,329.00	10,402.05	7,706.55	13,318.50	14,721.20	3,670.20	3,770.20	26,986.30	163,722.50
MDR FF Marquesa #12	4580.00	2,482.00	4,426.15	1,307.00	6,966.10	898.00	1,255.00	2,116.00	944.00	1,372.00	1,064.00	3,303.15	30,713.40
MDR 3S Via Marina #13	10341.40	9,840.75	9,965.60	4,729.60	8,495.70	6,177.85	6,983.30	6,478.15	6,325.00	6,449.35	6,704.25	7,693.40	90,184.35
MDR Lot 45L	2880.00	5,377.00	2,230.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,487.00
MDR Lot 77	3413.00	5,499.25	3,138.00	1,709.00	1,384.00	1,475.00	1,386.41	1,295.20	2,433.00	4,059.30	6,276.05	4,355.05	36,423.26
MDR VP View Park	6408.58	8,615.49	7,462.89	4,567.16	4,841.29	3,097.38	5,950.86	4,674.88	4,889.04	5,665.95	5,188.51	6,678.64	68,040.67
MDR CP Chace Park	1253.61	3,566.43	3,402.32	2,453.82	2,230.09	1,556.45	1,699.22	2,907.17	3,094.91	2,741.46	3,456.71	3,730.69	32,092.88
County Lot Fiji Way	0.00	0.00	0.00	0.00	0.00	-	-	-	-	-	-	-	-
Fisherman's Village O/F	0.00	0.00	0.00	0.00	0.00	-	-	-	-	-	-	-	-
MARINA TOTAL:	133020.64	166,472.12	141,913.81	108,641.88	93,260.33	77,834.83	73,436.39	84,723.00	97,653.40	101,335.91	127,062.32	149,003.53	1,354,358.16
GRAND TOTAL:	1700938.57	1,538,154.77	998,709.18	524,349.78	426,299.02	278,931.90	400,255.02	385,750.61	610,612.13	591,439.93	951,430.54	1,205,683.73	9,612,555.18
10% Tax	137622.85	120,270.05	76,170.42	37,216.22	29,722.96	17,819.42	29,035.38	26,830.12	45,982.83	43,556.31	72,946.96	94,651.83	
RV Special Tax	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	-
Total-Taxes	137622.85	120,270.05	76,170.42	37,216.22	29,722.96	17,819.42	29,035.38	26,830.12	45,982.83	43,556.31	72,946.96	94,651.83	
Dockweiler RV Park (Net)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-
Net of Taxes & Dockweir	1,563,315.72	1,417,884.72	922,538.76	487,133.56	396,576.06	261,112.48	371,219.64	358,920.49	564,629.30	547,883.62	878,483.58	1,111,031.90	8,880,729.83

	Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10	Jan-11	Feb-11	Mar-11	Apr-11	May-11	Jun-11	Total
BEACH LOTS													
Nicholas Canyon	8,223.35	8,825.40	4,289.15	4,067.25	1,462.00	1,176.25	1,710.10	1,685.25	1,393.00	2,469.00			35,300.75
Zuma	284,916.46	250,086.18	129,389.53	13,157.50	18,972.40	6,491.27	12,266.02	14,322.93	14,149.62	36,848.34			780,600.25
Pt. Dume	100,529.80	91,560.55	58,413.75	15,084.95	10,869.05	13,012.15	22,643.45	21,306.70	12,113.45	24,131.30			369,665.15
Surfrider	32,736.40	33,384.20	17,919.05	10,122.70	4,019.10	2,512.90	5,685.20	4,803.25	5,043.70	9,070.81			125,297.31
Topanga	15,459.00	15,536.35	8,867.70	2,575.50	870.00	1,801.00	2,024.25	2,180.35	1,428.05	2,834.05			53,576.25
Will Rogers - 5	3,678.00	4,850.25	2,073.30	701.00	250.00	115.00	288.00	312.00	264.00	862.00			13,393.55
Will Rogers - 3	190,312.53	196,794.45	139,798.35	37,192.57	24,172.16	18,431.80	33,050.86	30,881.28	25,905.05	46,020.04			742,559.09
Will Rogers - 1	27,846.05	24,122.50	14,065.50	5,461.50	3,351.95	2,740.80	6,072.30	3,980.05	3,135.25	6,541.45			97,317.35
Rose	105,210.00	99,140.00	64,534.00	39,341.15	30,490.40	24,710.15	45,845.00	39,925.05	27,318.40	33,129.20			509,643.35
Venice	227,337.00	226,267.00	152,750.00	86,912.90	66,259.00	47,719.00	84,555.30	77,005.05	98,131.30	130,045.15			1,196,981.70
Washington	208,620.00	206,388.00	126,451.00	71,276.05	57,178.00	46,371.10	84,103.00	71,291.00	85,969.00	119,362.00			1,077,009.15
62nd Ave.	6,180.15	5,245.95	4,465.70	2,055.55	1,345.20	528.75	1,628.60	1,187.70	1,198.90	2,427.30			26,263.80
Dockweiler	276,033.00	239,568.00	141,150.00	44,890.00	23,387.00	15,697.00	36,055.00	29,923.00	35,154.00	83,502.00			925,359.00
Bluff	46,364.21	41,320.98	23,423.37	8,585.56	4,351.72	4,279.75	5,680.48	7,021.67	12,125.87	12,362.55			165,516.16
Grand	19,885.62	16,864.08	9,533.52	4,235.15	3,334.14	3,187.48	5,053.97	3,671.66	3,433.66	5,547.48			73,246.76
Torrance	33,507.65	30,316.15	18,013.30	7,397.20	5,650.60	1,116.30	6,425.30	3,658.45	4,506.20	8,830.10			121,421.25
White's Pt.	27,433.10	25,739.80	17,888.36	11,318.47	10,911.44	4,739.24	11,445.89	7,914.09	7,266.17	11,151.73			135,808.29
BEACH TOTAL:	1,614,272.32	1,516,009.84	933,025.58	364,375.00	266,874.16	195,129.94	364,532.72	321,069.48	338,535.62	535,134.50	0.00	0.00	6,448,959.16
MARINA LOTS													
Fisherman's Village	51,768.00	41,012.00	35,665.00	26,299.00	19,761.00	22,784.00	18,862.00	19,445.00	19,444.00	28,130.00			283,170.00
MDR 49R Fiji Way #2	18,329.05	17,597.05	17,981.75	13,361.75	10,918.30	6,196.75	10,027.00	5,825.95	6,475.75	9,531.00			116,244.35
MDR 49M Mindanao #4	13,359.00	10,781.30	16,214.30	4,475.60	2,589.00	2,762.00	2,959.00	1,514.10	2,064.00	5,460.65			62,178.95
MDR UR Admiralty #5	2,551.75	2,914.25	3,167.00	1,992.05	984.40	445.10	2,096.00	970.05	1,597.15	1,269.75			17,987.50
MDR Q Admiralty #7	5,287.25	12,873.05	6,004.35	5,583.10	2,706.00	2,306.25	2,217.00	1,949.00	5,117.35	4,575.40			48,618.75
MDR QT Admiralty #8	5,436.00	7,922.60	4,942.00	4,113.00	4,073.25	2,719.00	908.90	954.00	1,897.00	1,461.05			34,426.80
MDR N Palawan #9	6,090.25	13,805.35	10,854.50	7,059.10	5,908.00	2,478.25	3,836.00	4,915.00	5,610.00	7,634.50			68,190.95
MDR IR Admiralty #10	35,338.25	34,709.60	29,323.05	15,484.75	6,493.00	6,318.90	7,512.30	6,184.70	12,629.95	14,030.50			168,025.00
MDR GR Panay #11	6,295.25	21,197.25	37,657.95	2,332.40	13,236.60	6,497.55	10,290.50	1,880.55	5,255.55	10,118.75			114,762.35
MDR FF Marquesa #12	4,583.05	2,796.00	2,435.30	1,063.20	889.00	883.20	791.00	631.00	1,369.00	1,119.25			16,560.00
MDR 3S Via Marina #13	9,692.45	9,715.15	8,518.70	6,992.65	6,298.00	5,503.00	5,950.00	3,722.00	5,529.00	5,499.00			67,419.95
MDR Lot 45L	700.00		1,310.00	984.00									2,994.00
MDR Lot 77	6,911.10	10,798.15	6,357.00	2,775.00	1,881.75	1,117.00	1,353.00	1,196.00	1,204.00	3,288.80			36,881.80
MDR VP View Park	7,134.96	6,999.00	7,792.44	6,150.04	3,978.83	3,371.04	4,153.95	3,822.25	3,790.66	5,372.25			52,565.42
MDR CP Chace Park	4,031.80	3,468.47	2,668.59	2,321.38	2,249.31	1,272.47	1,403.12	2,696.15	1,752.15	3,227.98			25,091.42
County Lot Fiji Way													-
Fisherman's Village O/F													-
MARINA TOTAL:	177,508.16	196,589.22	190,891.93	100,987.02	81,966.44	64,654.51	72,359.77	55,705.75	73,735.56	100,718.88	0.00	0.00	1,115,117.24
GRAND TOTAL:	1,791,780.48	1,712,599.06	1,123,917.51	465,362.02	348,840.60	259,784.45	436,892.49	376,775.23	412,271.18	635,853.38	0.00	0.00	7,564,076.40
10% Tax	142,364.15	133,650.67	82,495.87	32,307.85	23,668.51	17,292.06	32,371.20	28,657.33	30,236.49	47,588.20			-
RV Special Tax	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	-
Total-Taxes	142,364.15	133,650.67	82,495.87	32,307.85	23,668.51	17,292.06	32,371.20	28,657.33	30,236.49	47,588.20	0.00	0.00	-
Dockweiler RV Park (Net)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-
Net of Taxes & Dockweiler	1,649,416.33	1,578,948.39	1,041,421.64	433,054.17	325,172.09	242,492.39	404,521.29	348,117.90	382,034.69	588,265.18	0.00	0.00	6,993,444.07



1 = 18704 Topanga Beach Dr



Malibu Lagoon (Surfrider) County Beach

Exhibit 7

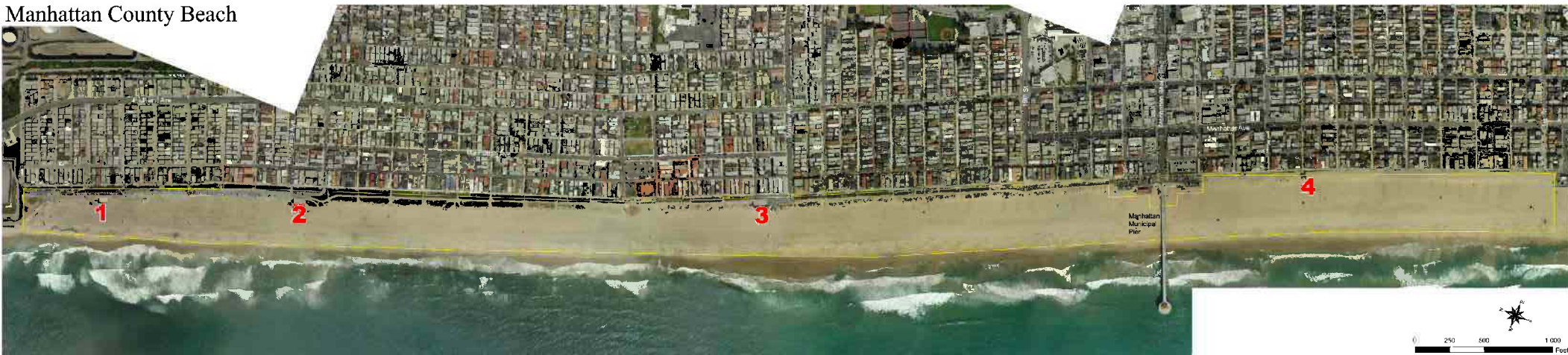


1 = 23300 Pacific Coast Hwy



Exhibit 7

Manhattan County Beach



- 1** = 4217 The Strand
- 2** = 3621 The Strand
- 3** = 2301 The Strand
- 4** = 720 The Strand

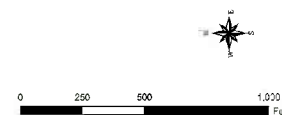


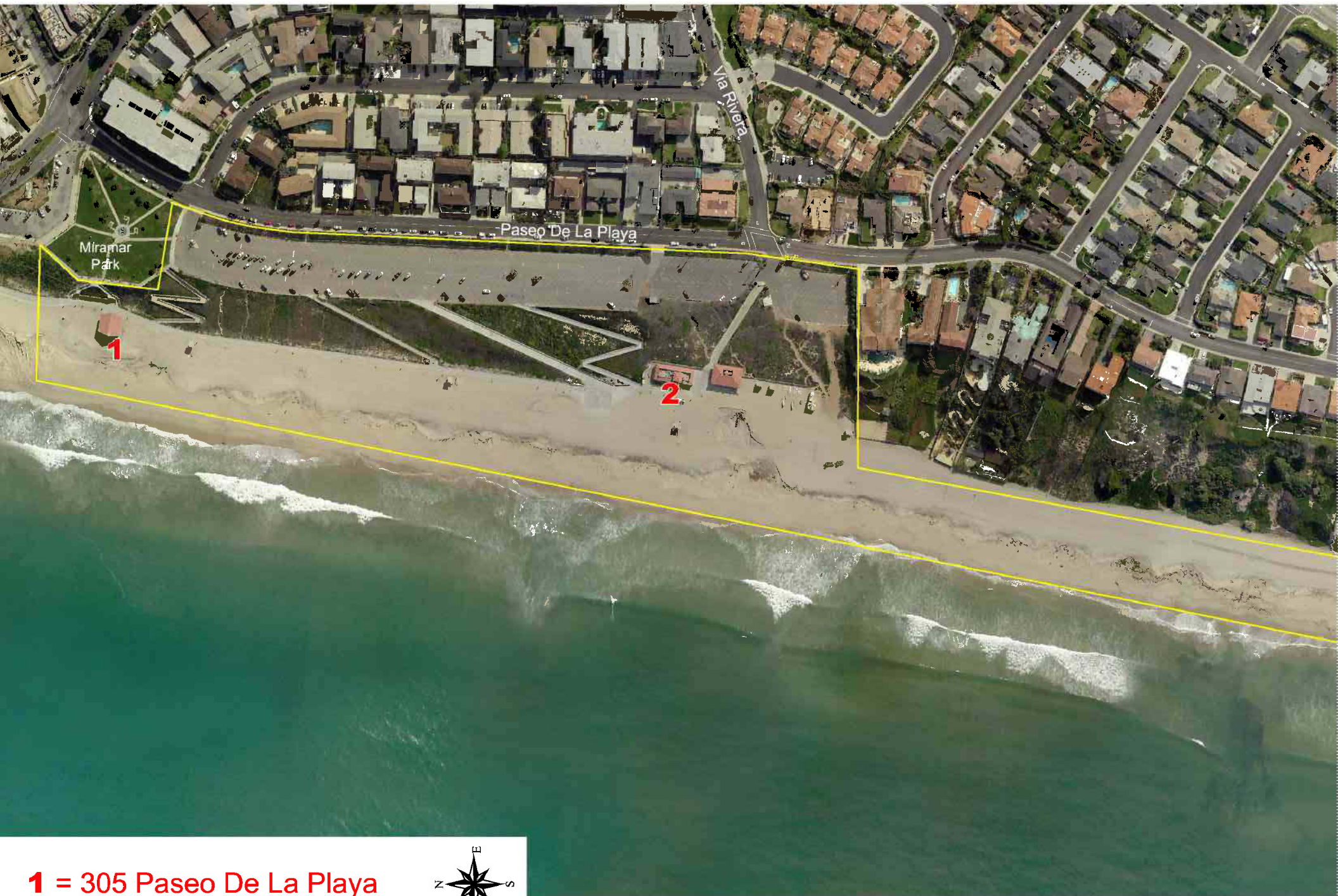
1 = 33800 Nicholas Beach Rd



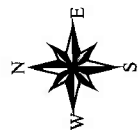


- 1** = 501 Harbor Dr
- 2** = 577 Esplanade
- 3** = 629 Esplanade
- 4** = 741 Esplanade
- 5** = 1101 Esplanade
- 6** = 1409 Esplanade
- 7** = 1719 Esplanade



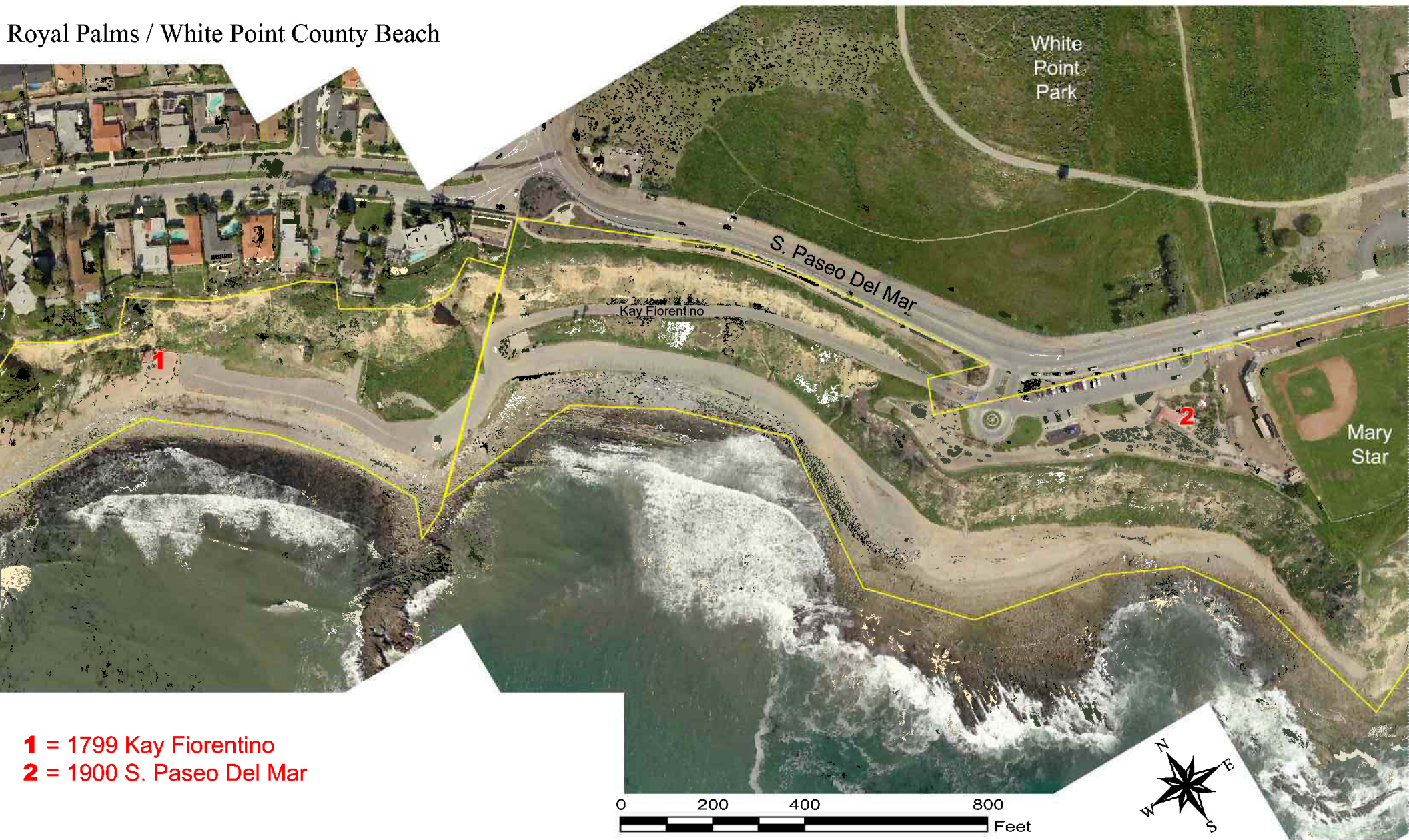


1 = 305 Paseo De La Playa
2 = 349 Paseo De La Playa



0 200 400 800
Feet

Royal Palms / White Point County Beach



- 1** = 1799 Kay Fiorentino
- 2** = 1900 S. Paseo Del Mar

Will Rogers State Beach

Exhibit 7

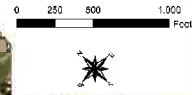


- 1** = 17580 Pacific Coast Hwy
- 2** = 16318 Pacific Coast Hwy
- 3** = 15994 Pacific Coast Hwy
- 4** = 15002 Pacific Coast Hwy
- 5** = 14780 Pacific Coast Hwy

Exhibit 7

Zuma County Beach

Point Dume County Beach



1

2

3

4

5

6

7

8

9

10

11

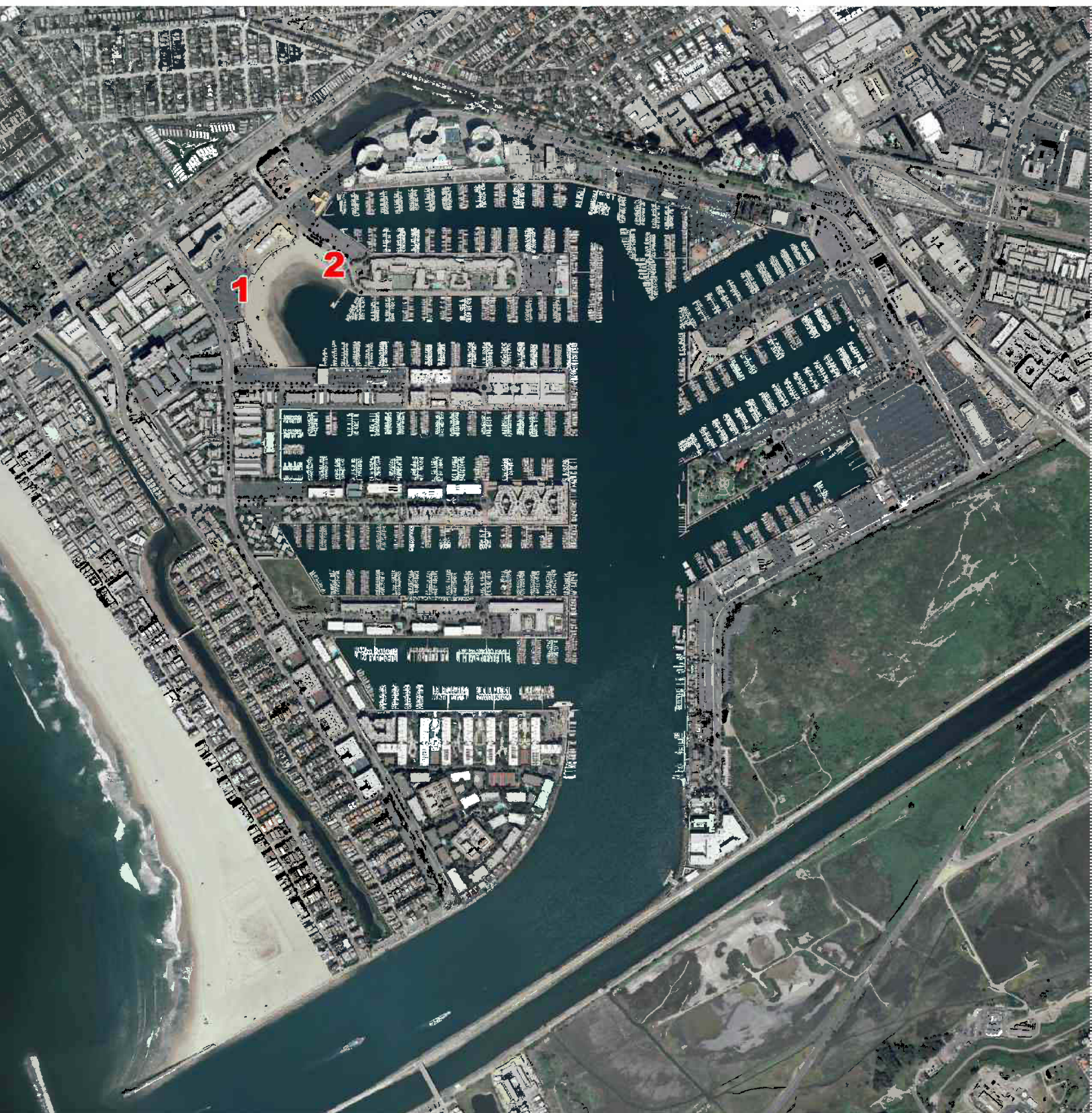
12

1 = 30490 Pacific Coast Hwy
2 = 30300 Pacific Coast Hwy
3 = 30180 Pacific Coast Hwy
4 = 30066 Pacific Coast Hwy
5 = 30056 Pacific Coast Hwy
6 = 29850 Pacific Coast Hwy

7 = 29750 Pacific Coast Hwy
8 = 29600 Pacific Coast Hwy
9 = 6600 Westward Beach Rd
10 = 6800 Westward Beach Rd
11 = 6900 Westward Beach Rd
12 = 7130 Westward Beach Rd

Marina del Rey Restroom Facilities

Exhibit 7



1 = 4101 Admiralty Way
2 = 14110 Palawan Way

1,000 500 0 1,000 Feet

County of Los Angeles Policy on Doing Business with Small Business

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE. . . .

The importance of small business to the County. . .

- i in fueling local economic growth
- i providing new jobs
- i creating new local tax revenues
- i offering new entrepreneurial opportunity to those historically under-represented in business

The County can play a positive role in helping small business grow. . .

- i as a multi-billion dollar purchaser of goods and services
- i as a broker of intergovernmental cooperation among numerous local jurisdictions
- i by greater outreach in providing information and training
- i by simplifying the bid/proposal process
- i by maintaining selection criteria which are fair to all
- i by streamlining the payment process

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.
4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

Listing of Contractors Debarred in Los Angeles County

Vendor Name:	G COAST CONSTRUCTION INC.	
Alias:		
Debarment Start Date:	9/11/2007	Debarment End Date: 9/10/2012
Principal Owners and/or Affiliates:	Ezra Levi	
Vendor Name:	INSPECTION ENGINEERING CONSTR	
Alias:	Inspection Engineering Construction	
Debarment Start Date:	6/13/2006	Debarment End Date: 6/12/2016
Principal Owners and/or Affiliates:	Jamal Deaifi	
Vendor Name:	ARROWHEAD EMANCIPATION PROGRAM	
Alias:		
Debarment Start Date:	7/8/2008	Debarment End Date: 12/31/2069
Principal Owners and/or Affiliates:	Irma F. Reed Charlene Williams	

The List of Debarred Contractors in Los Angeles County may also be obtained by going to the following website:

http://lacounty.info/doing_business/DebarmentList.htm

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2010)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2010 are less than \$48,362 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.

A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.

Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).

Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2011.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2010 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2010 and owes no tax but is eligible for a credit of \$829, he or she must file a 2010 tax return to get the \$829 refund.

Can My Employees Get Advance EIC Payments?

After 2010, your employees can no longer get advance payments of the credit in their pay during the year as they could in 2010 and earlier years, because the law changed. However, if they are eligible, they will still be able to claim the credit on their 2011 return.

Form W-5, Earned Income Credit Advance Payment Certificate, is no longer in use.

Notice **1015** (Rev. 12-2010)
Cat. No. 205991



SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafe1a.org



In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

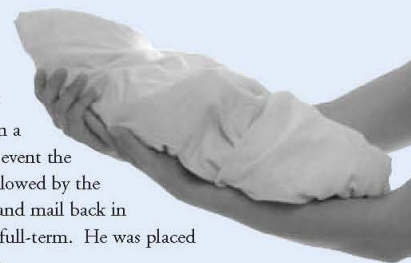
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

[2.202.010 Findings and declarations.](#)
[2.202.020 Definitions.](#)
[2.202.030 Determination of contractor non-responsibility.](#)
[2.202.040 Debarment of contractors.](#)
[2.202.050 Pre-emption.](#)
[2.202.060 Severability.](#)

2.202.010 Findings and declarations.

A. The board of supervisors finds that, in order to promote integrity in the county's contracting processes and to protect the public interest, the county's policy shall be to conduct business only with responsible contractors. The board of supervisors further finds that debarment is to be imposed only in the public interest for the county's protection and not for the purpose of punishment.

B. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the auditor-controller. (Ord. 2005-0066 § 1, 2005: Ord. 2000-0011 § 1 (part), 2000.)

2.202.020 Definitions.

For purposes of this chapter, the following definitions apply:

A. "Contractor" means a person, partnership, corporation, or other entity who has contracted with, or is seeking to contract with, the county or a nonprofit corporation created by the county to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county. A contractor includes a contractor, subcontractor, vendor, or any person or entity who or which owns an interest of 10 percent or more in a contractor, subcontractor, or vendor.

B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county.

C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding or proposing on, being awarded and/or performing work on a contract with the county. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."

D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.

E. "County" means the county of Los Angeles, any public entities for which the board of supervisors is the governing body, and any joint powers authorities of which the county is a member that have adopted county contracting procedures.

Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
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F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the board of supervisors.

G. Determination of "non-responsibility" means an action taken by the county which results in a contractor who submitted a bid or proposal on a particular contract being prohibited from being awarded and/or performing work on that contract. A contractor who has been determined by the county to be subject to such a prohibition is "non-responsible" for purposes of that particular contract.

H. "Bid or proposal" means a bid, proposal, or any other response to a solicitation submitted by or on behalf of a contractor seeking an award of a contract. (Ord. 2005-0066 § 2, 2005: Ord. 2004-0009 § 1, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.030 Determination of contractor non-responsibility.

A. Prior to a contract being awarded by the county, the county may determine that a contractor submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a contractor is non-responsible for a particular contract, said contractor shall be prohibited from being awarded and/or performing work on that contract.

B. The county may declare a contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.

C. The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection 2.202.040 (E) below, may be considered by the county in determining whether a contractor should be deemed non-responsible.

D. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors.

Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
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The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the board of supervisors. (Ord. 2005-0066 § 3, 2005: Ord. 2004-0009 § 2, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.040 Debarment of contractors.

A. The county may debar a contractor who has had a contract with the county in the preceding three years and/or a contractor who has submitted a bid or proposal for a new contract with the county.

B. The county may debar a contractor if the county finds, in its discretion, that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.

C. The decision by the county to debar a contractor is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection (E) below, may be considered by the county in determining whether to debar a contractor and the period of debarment. Generally, the period of debarment should not exceed five years. However, if circumstances warrant, the county may impose a longer period of debarment up to and including permanent debarment.

D. To impose a debarment period of longer than five years, and up to and including permanent debarment, in addition to the grounds described in Subsection (B) above, the county shall further find that the contractor's acts or omissions are of such an extremely serious nature that removal of the contractor from future county contracting opportunities for the specified period is necessary to protect the county's interests.

E. Mitigating and aggravating factors that the county may consider in determining whether to debar a contractor and the period of debarment include but are not limited to:

- (1) The actual or potential harm or impact that results or may result from the wrongdoing.
- (2) The frequency and/or number of incidents and/or duration of the wrongdoing.
- (3) Whether there is a pattern or prior history of wrongdoing.
- (4) A contractor's overall performance record. For example, the county may evaluate the contractor's activity cited as the basis for the debarment in the broader context of the contractor's overall performance history.

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(5) Whether a contractor is or has been debarred, found non-responsible, or disqualified by another public entity on a basis of conduct similar to one or more of the grounds for debarment specified in this Section.

(6) Whether a contractor's wrongdoing was intentional or inadvertent. For example, the county may consider whether and to what extent a contractor planned, initiated, or carried out the wrongdoing.

(7) Whether a contractor has accepted responsibility for the wrongdoing and recognizes the seriousness of the misconduct that led to the grounds for debarment and/or has taken corrective action to cure the wrongdoing, such as establishing ethics training and implementing programs to prevent recurrence.

(8) Whether and to what extent a contractor has paid or agreed to pay criminal, civil, and administrative liabilities for the improper activity, and to what extent, if any, has the contractor made or agreed to make restitution.

(9) Whether a contractor has cooperated fully with the county during the investigation, and any court or administrative action. In determining the extent of cooperation, the county may consider when the cooperation began and whether the contractor disclosed all pertinent information known to the contractor.

(10) Whether the wrongdoing was pervasive within a contractor's organization.

(11) The positions held by the individuals involved in the wrongdoing.

(12) Whether a contractor's principals participated in, knew of, or tolerated the offense.

(13) Whether a contractor brought the activity cited as a basis for the debarment to the attention of the county in a timely manner.

(14) Whether a contractor has fully investigated the circumstances surrounding the cause for debarment and, if so, made the result of the investigation available to the county.

(15) Whether a contractor had effective standards of conduct and internal control systems in place at the time the questioned conduct occurred.

(16) Whether a contractor has taken appropriate disciplinary action against the individuals responsible for the activity which constitutes the cause for debarment.

(17) Other factors that are appropriate to the circumstances of a particular case.

F. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented.

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DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the board of supervisors.

G. In making a debarment determination, the board of supervisors may also, in its discretion and consistent with the terms of any existing contracts that the contractor may have with the county terminate any or all such existing contracts. In the event that any existing contract is terminated by the board of supervisors, the county shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law.

H. With respect to a contractor who has been debarred for a period longer than five years, the contractor may, after the debarment has been in effect for at least five years, request that the county review the debarment determination to reduce the period of debarment or terminate the debarment. The county may consider a contractor's request to review a debarment determination based upon the following circumstances: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the county. A request for review shall be in writing, supported by documentary evidence, and submitted to the chair of the contractor hearing board. The chair of the contractor hearing board may either: 1) determine that the written request is insufficient on its face and deny the contractor's request for review; or (2) schedule the matter for consideration by the contractor hearing board which shall hold a hearing to consider the contractor's request for review, and, after the hearing, prepare a proposed decision and a recommendation to be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A reduction of the period of the debarment or termination of the debarment shall become final upon the approval of the board of supervisors. (Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.050 Pre-emption.

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.060 Severability.

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby. (Ord. 2000-0011 § 1 (part), 2000.)

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Page 2 of 3

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:

- 1. Chief Executive Office delegated authority agreements under \$50,000;
- 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
- 3. A purchase made through a state or federal contract;
- 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
- 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
- 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
- 7. Program agreements that utilize Board of Supervisors' discretionary funds;
- 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
- 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;

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DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
 1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

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Chapter 2.201 LIVING WAGE PROGRAM

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2.201.010 Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles. (Ord. 2007-0011 § 1, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.020 Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.

B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.

C. "Employer" means:

1. An individual or entity who has a contract with the county:

a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or

b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and

c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or

2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.

D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week.

E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq. of this code, entitled Contracting with Private Business. (Ord. 2007-0011 § 2, 2007: Ord. 99-0048 § 1 (part), 1999.)

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

2.201.030 Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)

* **Editor's note:** Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

2.201.040 Payment of living wage.

A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$9.64 per hour with health benefits, or \$11.84 per hour without health benefits.

B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$2.20 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.

C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. Any adjustments to the living wage rate specified in subsections A and B that are adopted by the board of supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate. (Ord. 2007-0011 § 3, 2007; Ord. 99-0048 § 1 (part), 1999.)

2.201.050 Other provisions.

A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.

B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

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Chapter 2.201 LIVING WAGE PROGRAM

C. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief administrative officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief administrative officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief administrative officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.

E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 99-0048 § 1 (part), 1999.)

2.201.060 Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

2.201.070 Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

A. A "retention employee" is an employee of a predecessor employer:

1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;

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2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and

3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.

B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.

C. A subsequent employer is not required to hire a retention employee who:

1. Has been convicted of a crime related to the job or his or her job performance; or
2. Fails to meet any other county requirement for employees of a contractor.

D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.

B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:

1. Assess liquidated damages as provided in the contract; and/or
2. Recommend to the board of supervisors the termination of the contract; and/or
3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code. (Ord. 2007-0011 § 4, 2007; Ord. 99-0048 § 1 (part), 1999.)

2.201.090 Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.

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Chapter 2.201 LIVING WAGE PROGRAM

B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.

D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:

1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

“Dominant in its field of operation” means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 99-0055 § 1, 1999; Ord. 99-0048 § 1 (part), 1999.)

2.201.100 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 99-0048 § 1 (part), 1999)

GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS

COUNTY DETERMINATION Proposer Name: _____ Contracting Department: _____ Department Contact Person: _____ Phone: _____	RANGE OF DEDUCTION (Deduction is taken from the maximum evaluation points available)	
	Proposer Fully Disclosed	Proposer <i>Did Not</i> Fully Disclose
MAJOR County determination, based on the Evaluation Criteria, that proposer has a record of very serious violations.*	8 - 10% Consider investigating a finding of proposer non-responsibility**	16 - 20% Consider investigating a finding of proposer non-responsibility**
SIGNIFICANT County determination, based on the Evaluation Criteria, that proposer has a record of significant violations.*	4 - 7%	8 - 14% Consider investigating a finding of proposer non-responsibility**
MINOR County determination, based on the Evaluation Criteria, that proposer has a record of relatively minor violations.*	2 - 3%	4 - 6%
INSIGNIFICANT County determination, based on the Evaluation Criteria, that proposer has a record of very minimal violations.*	0 - 1%	1 - 2%
NONE County determination, based on the Evaluation Criteria, that proposer does not have a record of violations.*	0	N/A

Assessment Criteria

* A "Labor Law/Payroll Violation" includes violations of any Federal, State or local statute, regulation or ordinance pertaining to wages, hours, working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination. The County may deduct points from a proposer's final evaluation score only for Labor Law/Payroll Violations with disposition by a public entity within the past three years of the date of the proposal.

The assessment and determination of whether a violation is major, significant, minor, or insignificant and the assignment of a percentage deduction shall include, but not be limited to, consideration of the following criteria and variables:

- Accuracy in self-reporting by proposer
- Health and/or safety impact
- Number of occurrences
- Identified patterns in occurrences
- Dollar amount of lost/delayed wages
- Assessment of any fines and/or penalties by public entities
- Proportion to the volume and extent of services provided, e.g., number of contracts, number of employees, number of locations, etc.

**** County Code Title 2, Chapter 2.202.030 sets forth criteria for making a finding of contractor non-responsibility which are not limited to the above situations.**



COUNTY OF LOS ANGELES NOTICE TO EMPLOYEES COUNTY OF LOS ANGELES LIVING WAGE ORDINANCE

This employer is a contractor with the County of Los Angeles. This contract is subject to the Living Wage Ordinance (LWO) established by the Board of Supervisors (Los Angeles County Code Chapter 2.201). If you are a full-time employee and perform any service to the County under this contract, you must be paid a "living wage" for the hours you work on the County contract.

THESE ARE YOUR RIGHTS. . .

Living Wage

If you are a full-time employee, you must be paid no less than either of the two Living Wage rates:

- a) You must be paid not less than the living wage rate of \$9.64 per hour and your employer must pay at least \$2.20 per hour towards health benefits, **OR**
- b) You must be paid not less than the living wage rate of \$11.84 per hour:
 - i The \$11.84 per hour rate must be paid to you if your employer does not provide you with health benefits, **or** if your employer pays less than \$2.20 per hour towards your health benefits for you.
 - i The \$11.84 per hour rate includes \$2.20 per hour to enable you to purchase health benefits on your own, if you so choose. If you need help finding a health plan, your employer may be able to assist you.

Retaliation

You cannot be transferred, demoted or terminated because you reported violations of the Living Wage Program. All acts of retaliation can be reported to the Office of Affirmative Action Compliance by calling the Living Wage Hotline.

Worker Retention

If the County of Los Angeles terminates its contract with your current employer before the contract's expiration date and enters into a new contract with another contractor for the same service, you may be eligible to continue working as an employee of the new contractor for a period not less than 90 days following the start of the new contract.

Federal Earned Income Tax Credit

You may be eligible to apply for the Federal Earned Income Tax Credit and receive an annual monetary amount established by the IRS if you qualify. Application forms are available from your employer or by contacting the Internal Revenue Service at (800) 829-3676.

You May Report Living Wage Violations to:

County Department Administering this Contract

County Department Phone Number

OR

Office of Affirmative Action Compliance
Living Wage Hotline
(888) 550-WAGE OR (888) 550-9243



CONDADO DE LOS ANGELES

AVISO A LOS EMPLEADOS SOBRE LA ORDENANZA DE SALARIO DIGNO DEL CONDADO DE LOS ANGELES

Este empleador es un contratista del Condado de Los Angeles. Este contrato está sujeto a la Ordenanza de Salario Digno (LWO) establecido por la Junta de Supervisores (Código del Condado de Los Angeles, Capítulo 2.201). Si usted es un empleado de jornada completa y presta algún servicio para el Condado conforme a este contrato, se le debe pagar el "salario digno", por las horas que trabaja bajo contrato con el Condado.

ESTOS SON SUS DERECHOS...

El Salario Digno

Si usted es un empleado de jornada completa, se le debe pagar no menos de cualquiera de los dos Salarios Dignos identificados:

- a) Se le debe pagar no menos del salario digno de \$9.64 por hora, y su empleador debe pagar al menos \$2.20 por hora en beneficios médicos, **O**
- b) Se le debe pagar no menos del salario digno de \$11.84 por hora:
 - i Se le debe pagar un salario digno de \$11.84 por hora si su empleador no provee beneficios médicos, **O** si su empleador paga menos de \$2.20 por hora por sus beneficios médicos.
 - i El salario digno de \$11.84 por hora incluye los \$2.20 por hora que le permite a usted adquirir beneficios médicos por su cuenta, si así lo dispone. Si necesita ayuda para encontrar un plan de salud, su empleador podría asistirle.

Represalias

Es prohibido que se le transfiera, se le asigne a un puesto inferior o se le despidan por denunciar infracciones con la Ordenanza de Salario Digno. Todo acto de represalia se puede reportar a la Oficina de Acción Afirmativa a la línea telefónica designada para asuntos del salario digno.

Continuidad en el Empleo

Si el Condado de Los Angeles termina el contrato con su actual empleador antes de la fecha de caducidad del mismo y contrata a otra empresa para el mismo servicio, usted posiblemente tendrá el derecho a trabajar con el nuevo contratista, como mínimo durante los primeros 90 días del nuevo contrato.

Crédito Federal Impositivo sobre Ingresos Salariales

Usted puede solicitar el Crédito Federal Impositivo sobre Ingresos Salariales y recibir una compensación monetaria establecida por el Servicio de Impuestos Internos (IRS) al año si reúne los requisitos para calificar. Para recibir el formulario, comuníquese con su empleador o al IRS al número gratuito (800) 829-3676.

Para hacer denuncias sobre infracciones a la Ordenanza de Salario Digno favor de llamar a los siguientes teléfonos:

Nombre del Departamento del Condado que administra este contrato

Número de teléfono de dicho departamento

O

Oficina de Acción Afirmativa
Línea Directa para Quejas sobre el Salario Digno:
(888) 550-WAGE o (888) 550-9243



NOTICE TO EMPLOYEES

Working on County Contracts

The County of Los Angeles Board of Supervisors established the Living Wage Program (Los Angeles County Code Chapter 2.201). You may be entitled to receive the Living Wage rate of pay and you may be entitled to receive additional employee benefits.

Living Wage

If you are a full-time employee, you must be paid:

- a) not less than the living wage rate of \$9.64 per hour and your employer pays at least \$2.20 per hour for health benefits for you,
- OR
- b) not less than the living wage rate of \$11.84 per hour without health care benefits or with health care benefits of less than \$2.20 per hour.

- i The \$11.84 hourly rate includes \$2.20 per hour to enable you to purchase health benefits on your own, if you choose.
- i If you need help finding a health plan, your employer may be able to provide information to assist you.

Retaliation

You cannot be transferred, demoted, or terminated because you reported violations of the Living Wage Program. All acts of retaliation can be reported to the Office of Affirmative Action Compliance by calling the Living Wage Hotline.

Federal Earned Income Tax Credit

You may be eligible to apply for the Federal Earned Income Tax Credit and receive an annual monetary amount established by the IRS if you qualify. Application forms are available from your employer or by contacting the Internal Revenue Service at (800) 829-3676.

Worker Retention

If the County of Los Angeles terminates its contract with your current employer before the contract's expiration date and enters into a new contract with another contractor for the same service, you may be eligible to continue working as an employee of the new contractor for a period not less than 90 days following the start of the new contract.

Employees that qualify for Worker Retention rights are:

1. Employees who are full-time workers.
2. Employees who are not exempt under the minimum wage and maximum hour exemptions.
3. Employees who have been employed under the predecessor's contract for six months prior to the termination of the predecessor's contract.

Complaints of Violation

Complaints and violations of the Living Wage Program can be reported by calling the Living Wage HOTLINE at:

(888) 550-WAGE
OR
(888) 550-9243

AVISO

A LOS EMPLEADOS

que trabajan en proyectos

contratados por el Condado



La Junta de Supervisores del Condado de Los Angeles ha establecido el Programa de Salario Digno (Código del Condado de Los Angeles, Capítulo 2.201). Es posible que usted tenga el derecho al salario digno y otros beneficios laborales.

Salario Digno

Si usted es un empleado de jornada completa, se le debe pagar:

- a) Por lo menos el salario digno de \$9.64 por hora y no menos de \$2.20 por hora en beneficios médicos, o
- b) Por lo menos el salario digno de \$11.84 por hora sin beneficios médicos o no menos de \$2.20 por hora con beneficios médicos:
 - i El salario digno de \$11.84 por hora incluye \$2.20 por hora para permitirle adquirir beneficios médicos por su cuenta, si así lo dispone.
 - i Si requiere asistencia para encontrar un plan de salud, su empleador podría proveerle información pertinente.

Represalias

Es prohibido que se le transfiera, se le asigne a un puesto inferior o se le despidan por hacer denuncias sobre infracciones con el Programa de Salario Digno. Todo acto de represalia se puede reportar a la Oficina de Acción Afirmativa a la línea telefónica designada para asuntos del salario digno.

Crédito Federal Impositivo sobre Ingresos Salariales

Usted puede solicitar el Crédito Federal Impositivo sobre Ingresos Salariales y recibir una compensación monetaria establecida por el Servicio de Impuesto Internos (IRS) al año si reúne los requisitos para calificar. Para recibir el formulario, comuníquese con su empleador o al IRS al número gratuito (800) 829-3676.

Continuidad en el Empleo

Si el Condado de Los Angeles termina el contrato con su empleador actual antes de la fecha establecida y contrata con otra empresa para el mismo servicio, usted posiblemente tendrá derecho a trabajar con el nuevo contratista, como mínimo, durante los primeros 90 días del nuevo contrato.

Las personas tienen garantizada la continuidad en el empleo si:

1. Son trabajadores de jornada completa.
2. No están excluidas de las protecciones de salario mínimo y horas máximas por las exenciones de la ley.
3. Han sido empleados conforme al contrato del predecesor durante seis meses antes del vencimiento de dicho contrato.

Quejas sobre Infracciones

Se pueden presentar quejas y denunciar infracciones con el Programa de Salario Digno llamando a la línea directa:

(888) 550-WAGE

o

(888) 550-9243

COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
PAYROLL STATEMENT OF COMPLIANCE

Exhibit 19

I, _____, _____
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by _____ on the _____;
(Company or subcontractor Name) (Service, Building or Work Site)
that during the payroll period commencing on the _____ day of _____, and
(Month and Year) (Calendar day of Month)
ending the _____ day of _____ all persons employed on said work site
(Calendar day of Month) (Month and Year)
have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of _____
(Company Name)

from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.

3. That:

A. WHERE FRINGE (Health) BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

In addition to the basic hourly wage rates paid to each employee listed in the above referenced payroll, payments of health benefits as required in the contract have been or will be paid to appropriate programs for the benefit of such employees.

B. WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH

Each employee listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the applicable amount of the required County of Los Angeles Living Wage hourly rate as listed in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.


Print Name and Title

Owner or Company Representative Signature:

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD OF THREE (3) YEARS.



County of Los Angeles
Department of Human Resources
POLICIES, PROCEDURES, AND GUIDELINES

Subject:	Policy Number: 512	Pages: 3
PROFESSIONAL APPEARANCE IN THE WORKPLACE	Effective Date: December 31, 2009	
	Approved By: 	

POLICY

This policy is intended to clarify County Code 5.72.010. County employees are required to wear clothing suitable to their occupations, as may be determined by their respective Department Heads. Employees shall furnish and maintain in suitable and appropriate condition such clothing and associated articles at their own expense except as otherwise expressly provided for by the Board of Supervisors. Employees should maintain a neat and professional appearance in the performance of their duties.

GUIDELINES

County departments provide a wide variety of programs and services and the professional image of our workforce is critical to fostering public confidence and providing "effective and caring service." Therefore, these guidelines on professional appearance are intended to:

- Foster respect and earn the confidence of our customers, the public, vendors and fellow employees.
- Promote a positive work environment and limit distractions.
- Ensure safety and security while working.

The County of Los Angeles respects the diversity of its residents and its workforce. This policy provides guidelines on dress and appearance appropriate to the nature of the work environment, nature of work performed, involvement with the service provided to the public, and/or other circumstances or business needs as defined by the Department Head.

Employees are expected to abide by the following standards:

- Employees shall present a neat, clean, and professional appearance in their performance of duties at all times based on the employee's assignment and/or work location.

Subject: PROFESSIONAL APPEARANCE IN THE WORKPLACE	Policy Number: 512 Effective Date: December 31, 2009
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- Employees must dress in a manner that will not hinder their ability to effectively complete their work assignments, including consideration of the communities served, customer expectations, business needs or standards of the department and the employee's safety.
- Employees are expected to practice personal hygiene that does not interfere with the public and/or co-workers in their work environment.
- Employees should be mindful of, and dress appropriately for, special events, meetings and appointments with customers.
- Official photo identification badges and uniforms (where applicable) should be worn in the performance of County business and in all County facilities in order to identify employees as legitimate County representatives.
- Employees shall abide by specific dress requirements intended to ensure job-related safety such as when operating equipment or machinery, working with potentially dangerous chemicals, or for public health consideration.

Except as noted or approved by the Department Head, employees may not wear the following:

- T-shirts or clothing articles that may create a hostile or abusive work environment, such as sexually suggestive cartoons, pictures, or words
- Denim pants or jean-style pants of any color (some exceptions may include assignments in the field)
- Pants below the waistline or low-rise pants showing undergarments
- Low front or tops, halter tops, bare midriffs
- Flip-flop styled sandals
- Athletic wear, e.g., gym or sweat pants, leggings, jogging outfits, shorts, spandex, worn during work hours. Exception for break time when walking, running, etc.
- Torn, frayed, or ripped clothing
- Excessively tight fitting or oversized (baggy) garments
- Visible excessive number of earrings and/or studs; no nose, eyebrow, lips, tongue rings and/or studs
- Tattoos, must be reasonably covered (with exception for cultural or religious purposes)

Exceptions to this policy may be made by the Department Head in circumstances such as County or Department-sponsored events, special occasions, seasonal weather changes, and business casual days, but may also be made based on requests for reasonable accommodation (e.g., religious, cultural, disability, etc.).

Subject: PROFESSIONAL APPEARANCE IN THE WORKPLACE	Policy Number: 512 Effective Date: December 31, 2009
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Dress Policy Enforcement

This policy is intended to provide guidelines on dress and appearance and is not meant to address all situations. Therefore, depending on the nature of the work environment, nature of work performed, involvement with the public, or other circumstances, there may be some differences in dress guidelines. Consistent with this policy, exceptions can be made at the department level by the Department Head with approval from the Director of Personnel due to the nature of work, special events, and business casual days. Employees who report to work and are not in compliance with this policy may be sent home to change and return to work, unless some other remedy can be arranged, such as an employee putting on a jacket.

Any questions regarding the dress policy within your department should be directed to your Departmental Human Resources Manager.

AUTHORITY

County Code, Title 5 Personnel, Section 5.72.010 - Suitable clothing to be worn.
County of Los Angeles Employee Handbook, Section C, Performance Expectations.

DATE ISSUED/REVIEW DATE

Original Issue Date:
February 10, 2009

FORMS P-1 – P-19

**PARKING LOT MANAGEMENT SERVICES
OFFER TO PERFORM / PRICE PROPOSAL**

Proposer: Name: _____
Address: _____

Phone: _____ Fax: _____

To: Santos H. Kreimann, Director, Department of Beaches and Harbors

Proposer, responding to the Request for Proposals (RFP) issued by the Los Angeles County Department of Beaches and Harbors, offers to provide parking lot management services on the terms and conditions for the performance of this work that are set forth in the RFP. Such services shall be performed during a three-year term and at the sole discretion of the Director may be extended for two additional, consecutive, optional Contract years. The two one-year options shall be exercised separately in succession. The Director, at his sole discretion, may also extend the final Contract term on a month-to-month basis for up to six months.

The compensation for Proposer's services shall be in accordance with the hourly rates set forth for such work on page 2, subject to the limitations provided in the Contract.

This offer shall be irrevocable for a period of 180 days after the final date for submission.

Proposer is a(n): individual corporation partnership or joint venture limited liability company other: _____

State of organization: _____ Principal place of business: _____

Out of state vendor's authorized agent for service of process in California:

Name _____ Address _____ Phone _____

The Proposer represents that the person executing this offer and the following persons are individually authorized to commit the Proposer in any matter pertaining to the proposed Contract:

Name Title Phone

Name Title Phone

Proposer's signature: _____ Date: _____

Name Title Phone

STAFFING PLAN AND PRICE PROPOSAL

Fill in all of the unshaded boxes This chart will be used for a variety of purposes as follows:

- i The first three columns (relating to "Standard Staffing Hours") represent the level of parking services required by the Contract for the attendant, supervisor and Contractor Representative categories and represent totals generated from Exhibit 4 (Standard Staffing Level). The "Other Personnel" category will be used by the County to assist in evaluation of the adequacy of the Proposer's Staffing and Work Plan (Form P-6).
- i The next column ("Hourly Wage") should reflect actual hourly wages paid, which the County will use to judge whether the Proposer complies with the County Living Wage Program (Exhibit 15).
- i The second-to-last column ("Proposed Price per Hour for Contract Work") will be used for increases/decreases in the Monthly Compensation for Standard Staffing Level (Exhibit 1) in those instances when changes in staffing levels have been authorized by the Director. The Proposed Price should reflect the hourly wages for attendants and supervisors loaded with benefits, equipment and other direct costs, as well as proportional amounts of overhead, profit and support staff costs.
- i The last column ("Annual County Cost") will be used for Proposal Price evaluation purposes. The total should equal the Proposer's expected compensation for providing the services as required by Exhibit 4, Standard Staffing Level. In addition, it must equal the "Standard Staffing Hours Annual" (third column) for attendant and supervisor multiplied by the "Proposed Price per Hour for Contract Work" (second-to-last column) for those two categories of employees.

	STANDARD STAFFING HOURS SUMMER MONTHS	STANDARD STAFFING HOURS WINTER MONTHS	STANDARD STAFFING HOURS - ANNUAL	HOURLY WAGE	CONTRACTOR'S ANNUAL COST	PROPOSED PRICE PER HOUR	ANNUAL COUNTY COST
ATTENDANT	28,530	27,438	55,968	\$	\$	\$	\$
ATTENDANT (PART-TIME)							
TOTAL ATTENDANT HOURS							
SUPERVISOR	6,930	12,138	19,068	\$	\$	\$	\$
SUPERVISOR (PART-TIME)							
TOTAL SUPERVISOR HOURS							
CONTRACTOR REPRESENTATIVE	1,386	2,618	4,004	\$	\$		
OTHER PERSONNEL				\$	\$		
1				\$	\$		
2				\$	\$		
3				\$	\$		
HEALTH PLAN					\$		
OTHER BENEFITS, IF ANY					\$		
SUPPLIES					\$		
EQUIPMENT					\$		
OTHER EXPENSES & OVERHEAD					\$		
PROFIT					\$		
TOTAL (ANNUAL COST TO COUNTY)							\$

*OPEN BEACH PARKING LOTS					\$ (Flat fee)		
*CLOSE BEACH PARKING LOTS					\$ (Flat fee)		
*CLOSE BEACH PARKING LOTS AND LOCK RESTROOMS					\$ (Flat fee)		

* The flat fee provided for these services will not be used for evaluation purposes. This information is requested in the event the Department should decide to implement these services during the term of the contract. This flat rate will be prorated based on the start date, if requested.

PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Please complete, date and sign this form. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

1. If your firm is a corporation or limited liability company (LLC), state its legal name (as found in your Articles of Incorporation) and State of incorporation:

Name	State	Year Inc.
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2. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:

3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(s) of registration:

Name	County of Registration	Year became DBA
_____	_____	_____
_____	_____	_____

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? ____ if yes,

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

5. Please list any other names your firm has done business as within the last five (5) years.

Name	Year of Name Change
_____	_____
_____	_____

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

Proposer acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed in Section 1.3 – Minimum Mandatory Requirements, of this Request for Proposal, as listed below.

Check the appropriate boxes:

- ± **Yes** ± **No** Proposer has 5 years experience operating multiple parking management facilities with a minimum of 4,000 spaces.
- ± **Yes** ± **No** Proposer must demonstrate at least two consecutive years' experience operating multiple parking facilities generating at least \$1.5 million annually.
- ± **Yes** ± **No** Proposer's Contract Representative must have at least two years' experience managing parking services similar in nature and scope to the Contract work.

Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

Proposer's Name:

Address:

E-mail address: _____ Telephone number: _____

Fax number: _____

On behalf of _____ (Proposer's name), I _____
(Name of Proposer's authorized representative), certify that the information contained in this Proposer's
Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

Signature

Internal Revenue Service
Employer Identification Number

Title

California Business License Number

Date

County WebVen Number

PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

Contractor's Name: _____

List of all public entities for which the Contractor has provided service within the last three (3) years. Use additional sheets if necessary.

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
5. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.

PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

Contractor's Name:_____

List of all contracts that have been terminated within the past three (3) years.

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.		Reason for Termination:		
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.		Reason for Termination:		
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.		Reason for Termination:		
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.		Reason for Termination:		

BUSINESS AND FINANCIAL SUMMARY

1. Background. Provide a summary description of your relevant background information and experience demonstrating your firm's capacity to perform the required Contract work, including, identifying previous assignments which are similar in the size and scope to the parking lot management services that will be required under the Contract, years providing parking lot management services and types of parking lots managed.

2. Experience. Provide your firm's parking lot management experience as follows:

- The number of parking lots managed by your firm at one time;
- The number of spaces of the parking lots that have been managed by your firm; and
- The amount of annual gross revenues generated by management of parking lots by your firm (demonstrate at least two consecutive years' experience, generating at least \$1.5 million annually).

Client	Start of Contract	End of Contract	Contact Person	Contact's Ph. No.	# of Parking Lots Managed	# of Parking Lot Spaces	Annual Gross Revenue

Attach additional pages if necessary

3. Client References. List all experience your firm has had in the past five years performing parking lot management services. At least five years' experience must be demonstrated.

Start of Contract	End of Contract	Name of Client	Address of Client	Contact Person	Contact's Ph. No.

Attach additional pages if necessary

4. Desirable Experience: A. Does your firm's experience include parking lot management in a coastline and seasonal environment? If yes, please attach a description of this experience.
- B. Does your firm's experience include working with filming crews? If yes, please attach a description of this experience.
- C. Does your firm's experience include managing parking lots in a fast paced/high visibility environment? If yes, please provide examples.
- D. Does your firm's experience include managing several lots concurrently? Are these lots within a 30 mile radius? If yes, please attach a description of this experience.

5. How many full-time employees does your firm employ? _____

6. Attach an organizational chart or describe the organization of your firm:

7. Credit References. List at least three recent credit or financial references:

Name	Address	Business Relationship	Contact Person	Phone Number

8. **EVIDENCE OF INSURABILITY.** Attach a letter of commitment, binder or certificate of current insurance coverage meeting the limits and other requirements of Section 2.25 of the Sample Contract.
9. **EMPLOYEE BENEFITS SHEET.** Complete attached Employee Benefits Sheet (Page 5 of Form P-4) for your employees.
10. **FINANCIAL STATEMENTS.** Attach copies of audited or reviewed financial statements for the most current and prior fiscal years (for example 2009 and 2008). Statements should include the company's current assets, current liabilities and net worth and at a minimum should include the Balance Sheet and Statement of Income. Do not submit Income Tax Returns to meet this requirement. Financial statements will be kept confidential if so stamped on each page.
11. **ADDITIONAL INFORMATION (Attach additional pages if necessary):**

Signature: _____

Date: _____

Title: _____

EMPLOYEE BENEFITS

Medical Insurance/Health Plan:

Employer Pays \$_____ Employee Pays \$_____ Total Mo. Premium \$_____

Annual Deductible
Employee \$_____ Family \$_____

Coverage ()

_____ Hospital Care (In Patient _____ Out Patient _____)
_____ X-Ray and Laboratory
_____ Surgery
_____ Office Visits
_____ Pharmacy
_____ Maternity
_____ Mental Health/Chemical Dependency, In Patient
_____ Mental Health/Chemical Dependency, Out Patient

Dental Insurance:

Employer Pays \$_____ Employee Pays \$_____ Total Mo. Premium \$_____

Life Insurance:

Employer Pays \$_____ Employee Pays \$_____ Total Mo. Premium \$_____

Vacation:

Number of Days _____ and

Any increase after _____ years of employment, number of days or hours _____

Sick Leave:

Number of Days _____ and

Any increase after _____ years of employment, number of days or hours _____

Holidays:

Number of Days _____ per year

Retirement:

Employer Pays \$_____ Employee Pays \$_____ Total Premium \$_____

STAFFING AND WORK PLAN

1a. STAFFING PLAN: Please provide the requested information for staff, principals and subcontractors. Provide the names, experience and responsibilities of those staff that will be responsible for supervising the Contract work. **Attach each person's resume.**

Position	Name	Experience	Responsibility
Contractor's Representative			
Supervisor			
Supervisor			
Other:			
Other:			

1b. PRINCIPAL OWNER(S) OF PROPOSER'S ORGANIZATION _____

1c. IDENTIFY PARTNERS/SUBCONTRACTORS

Principal	Firm Name	Relationship to Proposer	Specialty	Address	Phone

1d. ADDITIONAL EMPLOYEES: Provide the job titles and number of employees (other than supervisors identified in 1a) who will be responsible for complying with the Contract requirements.

TITLE	NUMBER	RESPONSIBILITIES

Attach additional pages if necessary

2. APPROACH TO CONTRACT REQUIREMENTS:

- a. **Parking Lot Operations.** Please provide a narrative of your plan to effectively manage the Parking Lots in accordance with the Statement of Work, Section 6.0. Discuss your familiarity with issuing operating notices and procedures, ability to monitor film companies, scheduling of staff to open/close Parking Lots and ability to assist in enforcing parking ordinances.
- b. **Accounting and Cash Control Procedures.** Provide your plan for cash control and monitoring compliance in accordance with the Statement of Work, Section 7.0, including, but not limited to, collection of daily and monthly parking fees; meter and other collection devices; ability dispensing parking receipts; how cash will be secured and counted; and your use of certified public accountants in auditing records.
- c. **Operational Plan.** Provide your plan for scheduling staff, keeping staff supplied, responding to emergencies and overtime and providing supervision for staff. Please explain how urgent requests, unscheduled work, special events where there is increased traffic to the Beaches and Marina del Rey (i.e., July 4th holiday) or unforeseen changes in weather will be handled. Provide your normal response time for emergency calls.
- d. **Employee Training.** Provide your policies and procedures for training your employees.
- e. **Reports and Logs.** Describe your ability to provide the reports and logs as required in the Statement of Work, Section 11.0. Provide any samples of reports that may be similar to those that are required for the Contract.
- f. **Justification of Part-Time Employees.** If your staffing plan includes any part-time employees, attach a detailed justification why it is necessary to do so. Unjustified failure to use full-time workers may result in disqualification.

QUALITY CONTROL PLAN

Proposer shall establish and utilize a comprehensive Quality Control plan to assure a consistently high level of service throughout the term of the Contract. The plan shall include, but not be limited to, the following:

1. Describe the monitoring methods to ensure compliance with the Contract work requirements, including:
 - An inspection system covering Parking Lots, equipment and meters;
 - Methods for ensuring continuing services to the County in the event of a strike;
 - An internal monitoring system of collections; and
 - Safety and accident prevention plan.
2. Describe the frequency of monitoring conducted. Who will perform the monitoring?
3. Describe the steps taken to correct deficiencies reported by the Department.
4. Describe your response time to complaints received from the Department.
5. Describe your documentation methods of all monitoring results, including any corrective action taken.
6. Provide samples of forms to be used in monitoring.
7. If available, please attach your firm's written quality control plan.

PROPOSER'S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number**GENERAL**

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Proposer has a written policy statement prohibiting discrimination in all phases of employment.	()	()
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	()	()
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	()	()
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goals and/or timetables.	()	()

Signature

Date

Name and Title of Signer (Please Print)

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Proposer Name

Proposer Official Title

Official's Signature

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

_____YES (subject to verification by County)/ _____NO

B. Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

_____YES _____NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____YES _____NO _____N/A (Program not available)

Proposer Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Tel. #: _____ Fax #: _____

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: _____ Date: _____

***CERTIFICATION OF INDEPENDENT PRICE DETERMINATION
AND ACKNOWLEDGEMENT OF RFP RESTRICTIONS***

- A. By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.
- B. List all names and telephone number of person legally authorized to commit the Proposer.

NAME

PHONE NUMBER

NOTE: Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

- C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

- D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP. Proposer understands that if it is determined by the County that the Proposer did participate as a consultant in this RFP process, the County shall reject this proposal.

Name of Firm

Print Name of Signer

Title

Signature

Date

**Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information Form**

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: _____

COUNTY VENDOR NUMBER: _____

- ☐ As a Local SBE, certified by the County of Los Angeles Office of Affirmative Action Compliance, I request this proposal/bid be considered for the Local SBE Preference.

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____						
Total Number of Employees (including owners): _____						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

COMPANY NAME:		
COMPANY ADDRESS:		
CITY:	STATE:	ZIP CODE:

I hereby certify that I meet all the requirements for this program:

- ☐ My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for 3 years (*attach IRS Determination Letter*);
- ☐ I have submitted my three most recent annual tax returns with my application;
- ☐ I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- ☐ I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

REVIEWED BY COUNTY:

<i>SIGNATURE OF REVIEWER</i>	<i>APPROVED</i>	<i>DISAPPROVED</i>	<i>DATE</i>

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For _____ Services:		

The Proposer/Bidder/Contractor certifies that:

It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

Date: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACTOR'S CONTRACT REPRESENTATIVE:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

GREEN INITIATIVES

Present a narrative of a proposed plan for complying with the green requirements as described in Section 12.0 of the SOW. Describe your company's current environmental policies and practices and those proposed to be implemented.

This image shows a single sheet of white paper with horizontal black ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

RFP EXCEPTION FORM

Proposer's Name _____

Address _____

Telephone _____ Fax _____

E-mail Address _____

- ☐ I have reviewed the RFP, Attachments, Exhibits and Forms in its entirety and have **NO** exceptions.
- ☐ I have reviewed the RFP, Attachments, Exhibits and Forms in its entirety and **have the following exceptions:**

Exceptions:

Clearly identify and list your exception(s) by indicating the Section, Paragraph Number and Page Number on the document. Attach additional pages as needed.

Print Name _____

Signature _____

Date _____

LIVING WAGE FORMS

LW - 1 – LW - 8

MODEL CONTRACTOR STAFFING PLAN

[illegible]

SAMPLE STAFFING PLAN																			
COMPANY NAME																			
COMPANY ADDRESS																			
PROJECT																			
DEPARTMENT NAME																			
	EMPLOYEE NAME	POSITION TITLE	UTILITY/ ROVER(S) (Back-up)	WORK SCHEDULE	HOURS WORKED PER DAY	FULL TIME/ PART TIME	HOURLY RATE	HEALTH INS. YES/NO	MON. HRS	TUES HRS	WEDS HRS	THURS HRS	FRI HRS	SAT HRS	SUN HRS	TOTAL HRS	NON-CNTY TOTAL HRS	HIRE DATE	TERMINATION DATE
LANCASTER 1150 AVENUE J LANCASTER		OFFICER		8:00 TO 17:00	8	FULL TIME	\$11.84	No	8	8	8	8	8			40		5/1/2001	
POMONA 100 W. SECOND STREET POMONA		OFFICER		8:00 - 19:00	10	FULL TIME	\$9.64	YES	10	10	10	10				40		11/13/2001	
		OFFICER		8:00 TO 18:00	10	FULL TIME	\$9.64	No					10	10	10	30	10		
SANTA FE SPRINGS 10288 S.SLUSHER DRIVE SANTA FE SPRINGS		OFFICER		8:00 - 17:00	11	FULL TIME	\$11.84	No	8	8	8	8	8			40		5/5/2001	
				17:00 TO 20:00			\$17.76	No	3	3	3	3	3			15 OT			
SHATIO 418 SHATIO PLACE LOS ANGELES		OFFICER		7:00 TO 18:00	10	FULL TIME	\$11.84	No	10	10	10	10				40		7/2/2001	
			ROVER	7:00 TO 18:00	10	PART TIME	\$11.84	No					10			10		8/30/2001	
WILSHIRE 9078 WILSHIRE BLVD. LOS ANGELES		OFFICER 0-1		8:00 TO 18:00	8	FULL TIME	\$11.84	No	8	8	8	8	8			40		5/20/2001	
		OFFICER 0-2		18:00 TO 24:00	8	FULL TIME	\$11.84	No	8	8	8	8	8			40		5/21/2001	
		OFFICER 0-3		24:00 TO 8:00	8	FULL TIME	\$11.84	No	8	8	8	8	8			40		5/21/2001	
			ROVER	8:00 TO 18:00	8	FULL TIME	\$11.84	No						8	8	16 OT		7/28/2001	
			ROVER	18:00 TO 24:00	8	FULL TIME	\$11.84	No						8	8	16 OT		7/7/2001	
			ROVER	24:00 TO 8:00	8	PART TIME	\$11.84	No						8	8	16		7/12/2001	
		SUPERVISOR 4			2	FULL TIME	\$24.00	YES	2	2	2	2	2			10	30	5/1/2001	
Sector 1 will be Lancaster, North Hollywood and				Santa Clarita															
Sector 2 will be Covina, Pomona, and Monterey Park																			
Sector 3 will be Pasadena, Torrance, Commerce, El Monte and Lakewood																			
Sector 4 will be of the Los Angeles																			



COUNTY OF LOS ANGELES

LIVING WAGE PROGRAM AND CONTRACTOR NON-RESPONSIBILITY DEBARMENT

ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE

LW -2

The undersigned individual is the owner or authorized agent (Agent) of the business entity or organization ("Firm") identified below and makes the following statements on behalf of his or her Firm. **The Agent is required to check each of the applicable boxes below.**

LIVING WAGE ORDINANCE:

- ☐ The Agent has read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understands that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

- ☐ The Agent has read the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understands that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS:

A "Labor Law/Payroll Violation" includes violations of any federal, state or local statute, regulation, or ordinance pertaining to wages, hours or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

History of Alleged Labor Law/Payroll Violations (Check One):

- ☐ The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of the proposal; **OR**
- ☐ The Firm **HAS** been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of this proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

History of Determinations of Labor Law /Payroll Violations (Check One):

- ☐ There **HAS BEEN NO** determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**
- ☐ There **HAS BEEN** a determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation. I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

- ☐ The Firm **HAS NOT** been debarred by any public entity during the past ten (10) years; **OR**
- ☐ The Firm **HAS** been debarred by a public entity within the past ten (10) years. Provide the pertinent information (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding) on the attached Labor/Payroll/Debarment History form.

I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.

Owner's/Agent's Authorized Signature	Print Name and Title
Print Name of Firm	Date



COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE LABOR/PAYROLL/DEBARMENT HISTORY

LW - 3

Firm must complete and submit a separate form (make photocopies of form) **for each instance of** (check the applicable box below):

- ☐ An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- ☐ A determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Labor/Payroll Violation.
- ☐ A debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm:	Print Name of Owner:
Print Address of Firm:	Owner's/Agent's Authorized Signature:
City, State, Zip Code:	Print Name and Title:

Public Entity Name:		Date of Incident:
Case Number/Date Claim Opened:	Case Number:	Date Claim Opened:
Name and Address of Claimant:	Name:	
	Street Address:	
	City, State, Zip:	
Description of Work: (e.g., janitor)		
Description of Allegation and/or Violation:		
Disposition of Finding (attach disposition letter): (e.g., Liquidated Damages, Penalties, Debarment, etc.)		

☐ Additional Pages are attached for a total of _____ pages.



COUNTY OF LOS ANGELES LIVING WAGE ORDINANCE

LIVING WAGE DECLARATION

LW – 4

The contract to be awarded pursuant to this Request for Proposal (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to the County awarding department.

If you are not exempt from the Program, please check the option that best describes your intention to comply with the Program.

I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage rate of not less than **\$11.84 per hour** per employee.

I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.

I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$9.64 per hour** per employee.

Health Plan(s): _____

Company Insurance Group Number: _____

Health Benefit(s) Payment Schedule:

Monthly Quarterly Bi-Annual

Annually Other: _____

(Specify)

PLEASE PRINT COMPANY NAME:

I declare under penalty of perjury under the laws of the State of California that the above is true and correct:

SIGNATURE:

DATE:

PLEASE PRINT NAME:

TITLE OR POSITION:



COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

LW – 5

Page 1 of 3

The contract to be awarded pursuant to the County's solicitation (RFP or IFB) is subject to the County of Los Angeles Living Wage Program (Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors may apply individually for consideration for an exemption from the Program. To apply, Contractors must complete and submit this form to the County by the date identified in the solicitation (RFP or IFB) document. Upon review of the submitted Application for Exemption, the County department will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Facsimile Number:	Email Address:
Awarding Department:		Contract Term:
Type of Service:		
Contract Dollar Amount:		Contract Number (if any):

I am requesting an exemption from the Program for the following reason(s) (*attach to this form all documentation that supports your claim*):

- ☐ My business is a non-profit corporation qualified under Internal Revenue Code Section 501(c)(3) (*attach IRS Determination Letter*).
- ☐ My business is a Small Business (as defined in the Living Wage Ordinance) which is not an affiliate or subsidiary of a business dominant in its field of operation **AND** during the contract period will have 20 or fewer full- and part-time employees; **AND**
 - ☐ Has less than \$1 million in annual gross revenues in the preceding fiscal year including the proposed contract amount; **OR**
 - ☐ Is a technical or professional service that has less than \$2.5 million in annual gross revenues in the preceding fiscal year including the proposed contract amount.
- ☐ My business has received an aggregate sum of less than \$25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.



COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

LW – 5

Page 2 of 3

☐ My business is subject to a bona fide Collective Bargaining Agreement (*attach agreement*);
AND

☐ the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; **OR**

☐ the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business' Collective Bargaining Agreement):

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

- ☐ **I, or my collective bargaining unit, do not** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

PROPOSER'S APPROACH TO LABOR-PAYROLL RECORD KEEPING AND REGULATORY COMPLIANCE

Proposer is required to comply with the State and Federal labor regulations and record keeping requirements. The objective of this Sub-section is to determine the appropriateness, scope and suitability of the procedures Proposer uses and the internal controls in place to ensure compliance with State and Federal labor regulations and record keeping requirements. In order to appropriately evaluate this area, it is critical that Proposer submit a detailed description of the processes, and the steps associated with those processes.

It behooves the Proposer to provide additional details to ensure a clear picture of the firm's processes and controls. Proposers must answer all questions thoroughly and in the same sequence as provided below. If Proposer believes that a question is not applicable, indicate with "N/A" and explain why that question is not applicable.

Proposer should describe the firm's employee labor-payroll record keeping system and the controls in place that ensure ongoing regulatory compliance. Include, at a minimum, a detailed discussion of the following:

1. Discuss how employee hours actually worked are tracked. The detailed explanation should include:
 - a. Where do firm's employees report to work at the beginning of their shift? Is it at the work location or a central site with travel to worksite? If the latter is the firm's practice/process, when does the firm consider the employees shift to have started? Is it a central site or upon arrival at the work location?
 - b. How does the firm know employees actually reported to work and at what time? For example, sign-in sheets, computerized check-in, call-in system, or some other method.

PROPOSER'S APPROACH TO LABOR-PAYROLL RECORD KEEPING AND REGULATORY COMPLIANCE

- c. What records are created to document the beginning and ending times of employee's actual work shifts? What records are maintained by the firm of actual time worked? Are the records maintained daily or at another interval (indicate the interval)? Who creates these records (e.g., employee, a supervisor, or office staff)? Who checks the records and what are they checking for? What happens to these records? Are they used as a source document to create the firm's payroll?
Provide a copy of these records.
 - d. If the records created in response to Sub-paragraph "c" above are not used to create the payroll, what is the source document that is used? Who prepares and who checks the source document? Does the employee sign it? Who approves the source document and what do they compare it with prior to approving the source document?
 - e. How does the firm know that employees take mandated breaks and meal breaks (periods)? Does the firm maintain any written supporting documentation to validate that the breaks actually occurred? If so, who prepares, reviews and approves such documentation?
2. Discuss how the firm's payroll is prepared and how the firm ensures that employee wages are appropriately paid. The detailed explanation should include:
 - a. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)? If by check, do they receive a single check for straight time and overtime or are separate payments made? What information is provided on the check (e.g., deductions for taxes, etc.)? **Provide a copy of a check and check stub** (cover up or block out bank account

PROPOSER'S APPROACH TO LABOR-PAYROLL RECORD KEEPING AND REGULATORY COMPLIANCE

information) that shows deduction categories.

- b. If the firm uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the firm's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?
- c. If the firm uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the firm's standard rate for other non-County work), how does the automated payroll system calculate total wages paid? Is it embedded in the software program or does someone have to override the system to perform the calculation?
- d. How is travel time during an employee's shift paid? At what rate is such travel time paid if the employee has multiple wage rates? Discuss how the firm calculates the day's wages for each situation described in the following two examples: 1) during a single shift, an employee works 3 hours at a work location under a County Living Wage contract, then travels an hour to another work location to work 4 hours, where they are paid at a different rate than the County's Living wage rate and 2) during a single shift, an employee works 3 hours at a work location under a County Living Wage contract, then travels an hour to another work location to work 4 hours, where they are also paid the County's Living Wage rate.

**PROPOSER'S APPROACH TO LABOR-PAYROLL RECORD
KEEPING AND REGULATORY COMPLIANCE**

- e. How does the firm calculate overtime wages? What if the employee has multiple wage rates?



COUNTY OF LOS ANGELES LIVING WAGE ORDINANCE

MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

Instruction Box: Please complete all sections of this form. (Information to complete this form can be obtained from your weekly certified payroll reports) Submit this form with your Certified Payroll Reports to the awarding County department. Be sure to complete and sign the reverse side of this form before submitting.

(1) Name: Contractor 0		Subcontractor 0		Address: (Street, City, State, Zip)										
(2) Payroll No.:		(3) Work Location:		(4) From payroll period: ____/____/____ to payroll period: ____/____/____						(5) For Month Ending:				
(6) Department Name:				(7) Contract Service Description:						(8) Contract Name & Number:				
(9) Contractor Health Plan Name(s):				(10) Contractor Health Plan ID Number(s):										
(11) Employee Name, Address & Last 4 digits of SS#		(12) Work Classification		(13) Total Hours Worked Each Week of Monthly Pay Period					(14) Total Aggregate Hours	(15) Employer Paid Health Benefit Hourly Rate	(16) Gross Amount Paid (14x15)	(17) Employee Paid Health Benefit Hourly Rate	(18) Gross Amount Paid (14x17)	(19) Aggregate \$ Health Benefits Paid (16+18)
				1	2	3	4	5						
1														
2														
3														
4														
5														
I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.				Total (This Page)										
				Grand Total (All Pages)										
Print Authorized Name:				Total (This Page)										
				Grand Total (All Pages)										

Authorized Signature:	Date: / /	Title:	Telephone Number (include area code) ()	Page: of
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